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Rush-Henrietta Csd And Rush-
Henrietta Employees Assn (Coalition)

AGREEMENT

between the

**RUSH-HENRIETTA
CHIEF EXECUTIVE OFFICER**

and the

**RUSH-HENRIETTA
EMPLOYEES' ASSOCIATION,
COALITION UNIT**

Facilities and Mechanics Chapter

Paraprofessional Chapter

Bus Drivers' Chapter

Administrative Support Personnel Chapter

2000 - 2003

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Article I
Recognition and No-Strike

Section 1:

Pursuant to the New York State Public Employees Fair Employment Act, as amended, the Board of Education of the Rush-Henrietta Central School District has recognized the following Associations as the exclusive bargaining agents for the employees within their bargaining units:

1. Rush-Henrietta Employees' Association, Facilities and Mechanics Chapter as the exclusive negotiating representative for the negotiating unit consisting of full-time and regular part-time employees in the following job classifications: Audio-Visual Mechanic, Mechanic II, Courier, Groundskeeper, Laborer, Senior Auto Mechanic, Custodian, Assistant Custodian, Mechanic I, Head Auto Mechanic, Head Bus Driver, Security Guard and Bus Dispatcher, excluding all other employees and job classifications.
2. Rush-Henrietta Employees' Association, Paraprofessional Chapter as the exclusive negotiating representative for the negotiating unit consisting of all full-time, regular part-time, and part-time employees employed as school aides, teacher aides, teaching assistants and youth assistants, excluding all other employees and job classifications.
3. Rush-Henrietta Employees' Association, Bus Drivers' Chapter as the exclusive negotiating representative for the negotiating unit consisting of all full-time bus drivers, regular bus drivers, part-time bus drivers, and bus monitors, but excluding substitute bus drivers and bus monitors, the Director of Transportation, Supervisors and all other employees.
4. Rush-Henrietta Employees' Association, Administrative Support Personnel Chapter, as the exclusive negotiating representative for the negotiating unit consisting of all full- and part-time competitive and non-competitive administrative support employees, but excluding the Secretary to the Superintendent of Schools.

Section 2.

Employees within the negotiating units shall hereinafter usually be referred to as "employee(s)."

Section 3.

The Associations agree that they will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the Central School District No. 1 of the Towns of Rush, Henrietta, Pittsford and Brighton, Monroe County, New York.

Article II
Negotiation Procedures

Section 1.

As provided for in Article XXX of this Agreement, either party may request the commencement of negotiations for a successor Agreement.

Section 2.

Neither the Superintendent nor the Associations in any negotiations shall have individual control over the selection of the negotiating process or the negotiating representatives selected by the other. Both the Superintendent and the Associations may select its negotiating representatives from within or outside the school district.

Section 3.

If such renegotiation has been requested and if there be any unresolved issue(s) by one hundred and twenty (120) days prior to the expiration date of this Agreement, then either party may declare the existence of an impasse and thereby invoke the impasse procedures of the New York State Public Employment Relations Board.

Section 4.

It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Section 5.

It is understood and agreed that this Agreement may be modified or amended during its term only through mutual agreement in a written and signed amendment to this Agreement.

Section 6.

No later than 45 days following the ratification of the contract, the District shall distribute to each Association President enough copies of the negotiated agreement to equal the number of potential unit members. Each President shall also require twenty (20) additional copies.

Article III
Consultation

It is mutually agreed between the parties that the goal of the Employer is to provide the best possible education to the students of the District.

The Associations acknowledge that, with respect to policy matters, the Superintendent and Administration cannot delegate their decision-making responsibility.

The Superintendent acknowledges that the employee should be encouraged to assist the Superintendent and Administration in a consultative capacity and that sound administration constantly seeks recommendations and information.

The Superintendent and the Associations acknowledge that such consultation must occur through existing administrative channels.

It is therefore mutually agreed between the parties that the Superintendent shall, in the formulation of those policies in which the employees express particular interest, seek to encourage suggestions and recommendations to be made by the staff through proper administrative channels.

Administrative channels are mutually recognized as the appropriate vehicle for the submission, refinement and continued study of information and recommendations made by the employees.

If the Presidents of the Associations find that the above channels are not functioning, he/she may approach the Superintendent directly and transmit the recommendation and information.

After transmittal to the Superintendent, the Presidents of the Associations may submit to the President of the Board a written request for allotment of time on the Board's agenda to discuss the matter specified in the request. A copy of the request shall be sent to the Superintendent.

Article IV **Dues Deduction**

Section 1.

The employer agrees to deduct from the wages of employees who are members of the Association, the dues of such Association as the individual employee individually and voluntarily shall authorize the Employer to deduct and to transmit the monies thus deducted to the Association.

Section 2.

Authorizations for such deductions shall be in writing on a form provided by the Association, signed by the individual and placed on file in the Employer's Business Office.

Section 3.

Authorized dues deductions for the Facilities and Mechanics Chapter and for the Bus Drivers Chapter members shall be made in equal amounts commencing on a date agreed upon by the Associations and the Superintendent. The authorized dues deductions for the Administrative Support Personnel Chapter members and for the Paraprofessional Chapter members shall be made in ten (10) equal amounts commencing on a date agreed upon by the Association and the Superintendent.

Section 4.

The Association agrees to hold the Employer and its agents harmless from any and all liability which may occur from the implementation of the foregoing policy.

Article V **Performance Appraisal**

Section 1.

The Superintendent and the Associations agree that a properly administered appraisal program is desirable and that such program should be a constructive attempt to aid employees to develop toward their full potential.

Section 2.

Each employee shall be appraised on the basis of the present appraisal procedures. Such appraisal shall be reduced to writing. A copy of all written appraisals shall be forwarded to the Human Resources Office for inclusion in the employee's personnel file. For Paraprofessionals and Administrative Support Personnel, each employee shall have an annual performance appraisal.

Section 3.

All appraisals shall be discussed with the employee before placing the written appraisal in his/her official personnel file. The official personnel file shall be maintained in the Employer's Human Resources Office.

The employee shall acknowledge receipt of the written appraisal by signing a copy and returning it to his/her supervisor within fifteen (15) working days. A written response may be submitted for inclusion in the file within fifteen (15) working days of receipt of the written appraisal.

Section 4.

Each employee shall, upon request and by appointment, be permitted to review his/her official personnel file as maintained in the Human Resources Office. Such review shall not include reference information supplied by previous employers or other sources.

When any material is to be placed in the employee's personnel file, the employee will be forwarded a copy. The employee is to sign the copy and return it together with any response to the Human Resources Office within fifteen (15) working days of receipt. That signed copy and any response will be placed in the employee's personnel file.

An employee must be informed of any materials that have been removed from his/her personnel file.

Section 5.

An employee whose annual performance appraisal results in an overall "below average" rating shall first discuss such rating with the person who appraised the employee.

If the matter cannot be resolved during such discussion, the employee may appeal his/her appraisal to a review panel consisting of the Assistant Superintendent for Business and Executive Director of Human Resources.

The findings and recommendations of the review panel shall be submitted to the Superintendent of Schools for review and transmittal to the Board of Education.

Article VI **Probationary Period**

Each regular full-time employee and regular bus driver shall be considered a probationary employee for the first year of employment dating from his/her last day of hire by the Employer. Probationary employee(s) and both regular part-time and part-time employees may be terminated without any charges being made, without the giving of a hearing, without being given reasons for the termination and without recourse to this Agreement.

Article VII **Leave of Absence**

Section 1.

A leave of absence without pay may be granted to a regular full-time employee and regular bus driver who has been continuously employed for a period of not less than three (3) years. Such an unpaid leave of absence shall not exceed one (1) year in duration and will be granted when, in the opinion of the Employer, the leave will benefit the District and there is a reasonable expectation that the recipient will return to his/her employment in the District upon the expiration of such leave.

Section 2.

An employee within section 1 who wishes to make application for an unpaid leave of absence shall submit a written request to his/her supervisor setting forth the time when the requested leave would commence, the time when the requested leave would terminate, and the use to which the requested leave would be put. This written request shall be submitted to the employee's supervisor for forwarding to the Superintendent of Schools.

Section 3.

All employees are entitled to a general leave of absence for the performance of military duty.

- a. All employees must be reinstated upon termination of military duty provided application is made for reinstatement within ninety (90) days after termination of duty.
- b. All employees who are members of the organized militia or reserves are entitled to a leave for the duration of ordered military duty. They are also entitled to receive their salary for a period of thirty (30) days.

Section 4.

An employee within Section 1 on an approved unpaid leave of absence may continue his/her membership, at his/her own expense, in the Blue Cross/Blue Shield programs. The employee shall make arrangements, through District Business Office, for payment of the premium.

Section 5.

The time period spent on any long-term unpaid leave of absence, including any mutually agreed upon extension thereof, shall not be credited for salary advancement, seniority, vacation entitlement nor toward completion of the probationary period.

Article VIII
Group Life Insurance

Section 1.

Regular full-time employees and regular bus drivers are eligible to participate in the Group Life Insurance Plan. Premium costs for the plan are to be shared equally by the Employer and the employee. Double coverage (as determined by the Employer) after three (3) years of continuous employment shall be automatic unless a waiver has been filed by the regular full-time employee.

Section 2.

For active employees coverage at age 70 and beyond shall be in accordance with the terms of the Group Life Insurance Plan.

Section 3.

Each regular full-time employee and regular bus driver shall be responsible for filing a waiver if that employee wishes to decline this benefit. A copy of that waiver shall be filed in the official personnel folder for that employee.

Section 4.

Part-time employees may participate to a maximum benefit of \$5,000 and at the employee's cost if 75% of all eligible part-time employees elect to participate.

Article IX
Health Insurance

Section 1.

The Employer will provide to each full-time employee and each regular bus driver, the Blue Cross/Blue Shield "Preferred Blue Million Plan" without the drug rider and, as required by federal statute, participation in the approved health maintenance organizations. Effective January 1, 1998, the employer's contribution toward the premium shall be at the level of the lowest premium for Blue Choice Select family, sponsor or single coverage.

Section 2.

Eligible employees are entitled to coverage under only one health insurance plan contributed to by the Employer.

Section 3.

Any regular part-time and any part-time employee may join the Employer's group Blue Cross/Blue Shield plan at his/her own expense. To join, the employee must notify the Employer in writing and execute a wage deduction authorization form, authorizing deduction of the monthly premium amount. The Employer shall make no contribution to the premium amount for such regular part-time employee.

Section 4.

Bargaining unit members who are eligible for district-paid health insurance will receive payments totaling \$1,500 for each full calendar year in which they decline such coverage. A unit member who has received such payment may return to district health insurance during the calendar year if unforeseen circumstances warrant. In that event, the member will return to the district an amount equal to that portion of the year for which coverage is reinstated, computed at 1/12 of the \$1,500 for each month of reinstated coverage. An employee who resigns from the school district after having received a payment for declining health insurance will return to the district an amount equal to that portion of the year for which the employee is no longer eligible for coverage.

Article X
Jury Duty

Section 1.

The Employer recognizes the responsibility of citizens to serve as jurors and will provide the opportunity for employees to serve when they are summoned.

Section 2.

Each regular full-time and regular part-time employee and regular bus driver who is required to serve on a jury, or is required to report to court in person in response to a jury duty summons, or is required to report for jury examination shall be paid his/her regular hourly rate.

Section 3.

Jury duty leave shall not be deducted from personal leave days.

Article XI
Bereavement Leave

Section 1.

Each employee shall be allowed a maximum of five days absence with full pay for the death of a spouse, child, mother, father, step-child or step-parent and a maximum of three days absence with full pay for each death in the remainder of the immediate family.

Section 2.

Immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, step-parents, or step-children.

Section 3.

In the discretion of the Superintendent or his designee, time off up to three (3) days' absence with full pay shall be granted for the death of an individual in a familial relationship to the unit member.

Section 4.

There shall be no accumulation of bereavement leave, nor payment in lieu of unused bereavement leave.

Section 5.

Bereavement leave for all employees who are assigned to a particular school building may be taken only after properly notifying that building principal or his/her designee. Bereavement leave for all employees who are assigned to districtwide responsibilities may be taken only after properly notifying the director of the department or his/her designee to which the employee is assigned.

Section 6.

Payment for bereavement time shall be calculated by multiplying the employee's base hourly rate including shift differential at the time of commencement of the leave, excluding merit increment, exceptional contribution increment, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Article XII
Personal Leave

Section 1.

Regular full-time employees and regular bus drivers only shall be entitled to a paid leave of absence not to exceed two (2) days for personal business which personal business cannot be taken care of outside that employee's regularly scheduled working hours.

Such leave may not be used on the day before or the day after a school recess or holiday, except with the prior approval of the employee's immediate supervisor. Such days may not be used to extend personal pleasure holidays.

Except under emergency circumstances the employee shall give at least two (2) days' advance notice in writing that a personal day or days will be used.

Reasons for such personal leave of absence need not be included in such notice except for the day before and the day after a school recess.

Section 2.

Regular full-time employees and regular bus drivers only shall be entitled to an additional paid leave of absence not to exceed three (3) days which leave shall be specifically limited to (a) sickness in the immediate family as immediate family is defined in Bereavement Leave; (b) subpoenaed as a witness in a legal proceeding other than jury duty, or if subpoenaed by the District to testify on behalf of the District; (c) observance of a religious holiday which falls on a regularly-scheduled work day; or (d) funeral other than in the immediate family, fire or accident which directly affects the employee; or (e) specified legal situation, accident directly affecting the employee, or emergency situation at the employee's primary place of residence that requires immediate emergency service.

Section 3.

Payment for personal leave shall be calculated by multiplying the employee's base hourly rate including shift differential at the time of the commencement of the leave, excluding merit increment, exceptional contribution, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Section 4.

An employee may request an unpaid personal leave of absence for compelling personal reasons which cannot be taken care of outside regular working hours. Unpaid personal leave may be granted by the Superintendent of Schools or designee for up to ten (10) days for compelling reasons provided the request is in writing at least two (2) weeks in advance, except in emergency situations. This type of request shall be submitted to his/her administrator. The administrator shall make a recommendation in writing to the Superintendent of Schools or designee. In emergency situations, the employee shall notify immediately the Executive Director of Human Resources or his/her designee.

Section 5.

Abuse of any section(s) of this Article may subject the employee to disciplinary action.

Section 6.

Unused personal leave at the end of the year shall be added to sick leave accumulation.

Section 7.

If an employee has exhausted his/her personal leave under Sections 1 and 2, or bereavement leave under Article XI where applicable and, due to extreme family illness or death in the immediate family requires additional leave, she/he may submit a written request to the Superintendent to request additional paid leave. Extension of this leave shall be at the discretion of the Superintendent of Schools.

Article XIII
Grievance Procedure

Section 1. - Declaration of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances.

Section 2. - Definitions

- 2.1. Grievance. For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee, group of employees, or the Association and the Employer, arising out of the application or interpretation of the terms of this Agreement excluding Article V, Performance Appraisal of Employees, and Article XVI, Procedures for Reclassification of a Position, and Article XXII, Just Cause, except that a dispute or controversy involving the performance appraisal procedures in Article V may be processed as a grievance through 5.2, Step 2 herein.
- 2.2 Association. Association shall mean those described in Article I.
- 2.3 Aggrieved Party. Aggrieved party shall mean any employee covered by this Agreement who files a timely grievance.

2.4 Party in Interest. Party in interest shall mean any party named in a grievance who is not the aggrieved party.

2.5 Supervisor. The employee's immediate supervisor as indicated below:

- a. Paraprofessionals - Building Principal
- b. Bus Drivers - Director of Transportation
- c. Bus Mechanics - Director of Transportation
- d. Facilities and Mechanics with:
 - Building Responsibility - Building Principal
 - District Responsibility - Director of School Facilities
- e. Clerical - Building Principal or Supervising Administrator

Section 3. - General Procedure

- 3.1 Each written grievance shall include the name and position of the employee or employees affected by the alleged grievance, the specific Article and Section of this Agreement involved in said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party allegedly responsible for causing the existence of the said events or conditions if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 If the events or conditions which allegedly constitute a grievance directly affect 25 percent or more of the employees in the negotiating unit, the Association may submit a grievance directly at Stage 2 of the grievance procedure.
- 3.3 Nothing contained in this Article shall be construed as limiting the right of any employee allegedly having a grievance to discuss the matter informally with any appropriate member of the Administration.
- 3.4 The existence of the grievance procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided.
- 3.5 The aggrieved party may be represented at any step of the grievance procedure by a representative of his own choosing. However, the Association, if not chosen as the representative, shall have the right to have an observer present and to present the position of the Association at any phase of the procedure after 5.1(a), below.

Section 4. - Time Limits

- 4.1 No alleged grievance shall be entertained and will be deemed waived unless presented at the first available stage within fifteen (15) working days after the aggrieved party knew or should have known of the act or conditions on which the grievance is based.
- 4.2 If an aggrieved party fails to appeal an unsatisfactory disposition of this alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 4.3 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

- 4.4 The time limits provided may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

Section 5. - Grievance and Review

5.1 Step 1: Immediate Supervisor

- a. Any employee covered by this Agreement having an alleged grievance shall discuss the alleged grievance first with the employee's immediate supervisor with the objective of resolving the matter informally within the time limits set forth in Section 4 above.
- b. If the grievance is not resolved informally, it shall be reduced to writing on the approved form and presented to the supervisor within two (2) working days after the discussion at 5.1 (a) above. Within two (2) working days after the written grievance is presented to him/her, the supervisor shall render a decision thereon, in writing, and present said answer to the aggrieved party.

5.2 Step 2: Superintendent or Designee

- a. If the grievance is not satisfactorily resolved in Step 1 above and if the aggrieved party wishes to proceed further under this grievance procedure, said aggrieved party shall, within five (5) working days after the time limits set forth at Step 1 above, present the written grievance and the supervisor's written answer, if any, to the Superintendent.
- b. Within five (5) working days after the written grievance and written answer, if any, is presented to him, the Superintendent or his designee shall convene an informal conference with the aggrieved party and all parties in interest.
- c. Within fifteen (15) working days after the close of the conference the Superintendent, or his designee, shall present his/her written decision to the aggrieved party.

5.3 Step 3: Arbitration

- a. If the grievance is not satisfactorily resolved at Step 2 and if the aggrieved party wishes to proceed further under the grievance procedure, said aggrieved party shall present the written grievance and the written answers, if any, from Step 1 and Step 2 simultaneously to the Association's Grievance Committee and the Superintendent, within five (5) working days after the decision at Step 2.

If the Association's Grievance Committee determines that the alleged grievance is meritorious and that appealing the grievance is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Superintendent within ten (10) days after presentation of the grievance to the grievance committee.

- b. Within five (5) working days after such written notice of submission to arbitration the Association shall request from the American Arbitration Association, the Federal Mediation and Conciliation Service or the Public Employment Relations Board a list of seven (7) arbitrators from which list the Superintendent or his/her designee and the Association shall select an arbitrator by alternately striking names until one (1) remains who shall be designated the arbitrator for the grievance in question.
- c. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement and shall have only the power to interpret what the parties to the Agreement intended by the specific clause of the Agreement which is in issue.

- d. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
- e. The arbitrator shall have no power to substitute his/her judgment for that of the Superintendent and shall have no power to overrule a decision of the Board unless the arbitrator actually determines that one or more of the express and specific terms or provisions of this Agreement has been violated.
- f. No arbitrator shall decide more than one grievance on the same hearing except by mutual agreement between the Association and the Superintendent.
- g. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and of the hearing room shall be borne equally by the Association and the Employer. All other expenses shall be borne by the party incurring them.
- h. It is understood and agreed that a grievance may proceed to arbitration only if the Association's Grievance Committee gives its prior approval.

Article XIV **Savings Clause**

This agreement and all provisions contained herein are subject to all applicable laws. In the event any Article, or any section of any Article, of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, said Article or section shall be rendered null and void but the remainder of this Agreement shall remain in full force and effect as if the violative portion had not been a part of this Agreement.

Article XV **Employer's Prerogatives**

Section 1.

The Board of Education of the Rush-Henrietta Central School District and the Superintendent of Schools of the Rush-Henrietta Central School District hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred and vested in them by law.

Section 2.

The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they may deem necessary in the management, direction and administration of all operations of the Rush-Henrietta Central School District shall be limited only by the specific and express terms of this Agreement.

Article XVI **Procedure for Requesting** **Reclassification of a Position**

Section 1.

It is the purpose of this Article to set forth the procedures by which a request for reclassification of a position within this unit may be made.

Section 2.

In order to register a request that the position be considered for reclassification the employee shall complete the appropriate form, describing in clear detail the claimed changes in the duties and responsibilities of the position to which the employee is assigned which that employee feels justifies a reclassification.

Section 3.

The completed form shall be submitted to the employee's supervisor for review of the substance of the claimed changes. The supervisor shall record on that form his/her comments and analysis concerning the nature, degree and permanence of the changes claimed. This form, with the supervisor's comments and analysis, shall be forwarded to the Executive Director of Human Resources and a copy shall be forwarded to the President of the Association within five (5) working days of receipt of said form.

Section 4.

Upon receipt, the Executive Director of Human Resources shall review the form and shall discuss the substance of the form with the employee's supervisor and the employee.

The Executive Director of Human Resources shall record his/her comments and analysis on the form and shall forward said form to the Superintendent within five (5) working days of receipt of form.

Section 5.

In addition to forwarding the completed form to the Superintendent, the Executive Director of Human Resources shall request the Monroe County Civil Service Commission to conduct an audit of the position to determine whether the claimed changes in duties and responsibilities would warrant a reclassification of the position. This should be done within five (5) working days of receipt of form.

Section 6.

The results of the Monroe County Civil Service Commission audit shall be forwarded to the Superintendent for consideration along with the recommendations of the Executive Director of Human Resources. In his sole discretion, the Superintendent may remove from the position any or all of such claimed changes in duties and responsibilities which he deems should not be allocated to that position. Subject to the time constraints of the Monroe County Civil Service Commission this entire procedure should be completed not later than thirty (30) working days from its inception.

Section 7.

Upon receipt of the results of the Monroe County Civil Service Commission audit, a copy of which shall be sent to the President of the Association and to the employee(s) concerned, the Superintendent shall review the completed request for reclassification and shall make a determination as to whether the position shall be reclassified. The decision of the Superintendent shall be final.

In the event that said position is not reclassified, the job description shall be that which was originally set for that position by the District.

Section 8.

Nothing contained in this Article shall be subject to the provisions of the Grievance Procedure, Article XIII.

Article XVII
Workers' Compensation

Section 1.

Any employee who is injured on the job shall immediately notify his/her supervisor and, in addition, that employee shall fill out the appropriate form within 24 hours from the time of the injury.

Section 2.

All employees shall be required to sign over to the District all Workers' Compensation insurance payments as long as the employee receives sick leave pay from the District pursuant to the sick leave article in the appropriate Appendix.

Section 3.

The District, after receiving such payments, pursuant to Section 2, above, shall restore to the employee's credit sick leave time equal in value to the payment amounts received by the District.

Section 4.

An employee injured while performing duties as an employee of the District shall receive paid leave to attend hearings before the Workers' Compensation Board. Requests for such leave must be filed with the employee's immediate supervisor within five (5) work days of receipt of notice to appear, a copy of which shall be attached to the request for leave.

Article XVIII
Retirement

Section 1.

Employees who retired from the District on or before June 30, 1992 who are presently receiving contribution from the District toward the total annual premium for health insurance shall continue to receive District contributions based upon prior contracts. Employees retiring on or after July 1, 1992 shall be provided the benefits as described in Section 2.

Section 2.

- a. Full-time employees and regular bus drivers who have been employed by the District in that status for at least ten (10) consecutive years immediately preceding retirement, and who retire when eligible under the New York State Retirement System, will receive an annual contribution towards health insurance of \$3,000/single and \$4,200/family, whichever plan is selected annually.
- b. The employee will remit to the District, in advance, the employee's share of the premium, if any, for the succeeding two (2) months. Such payment shall be submitted to the attention of the Assistant Superintendent for Business. Failure to make said advance payment shall entitle the District to cancel the retiree's, or the spouse's, coverage. Following such cancellation the District shall be automatically and completely relieved from any further payments on behalf of that retiree and/or spouse.
- c. The District's obligations to provide contributions towards health insurance shall automatically cease ten years after the date of retirement. If the retiree dies before that date, and subject to the above, the District shall contribute its share of the premium on behalf of the surviving spouse, if any, for the annual rate for the single plan. Such contributions shall cease upon either the death of the surviving spouse or ten (10) years after the date of retirement of the retiree, whichever occurs first.

- d. Nothing contained in this Article shall prevent the District and the Association from negotiating a modification, abolition or replacement of the existing insurance coverage. Such negotiations shall be binding upon the retirees and spouses.
- e. Employees who meet the conditions in a. above and who retire before July 1, 2003, may receive \$35,000 in exchange for ten (10) years of health insurance contribution in retirement at the time of retirement.

Section 3. Life Insurance

- a. Employees who retire from the Rush-Henrietta School District during, or after, the District's 1977-78 school year, who have completed a minimum of ten (10) consecutive years of employment as of the school year ending most immediately before the effective date of the employee's retirement, who are eligible to retire under the New York State Retirement System and who have been in the District's group term life insurance program for at least the last five (5) consecutive years of employment immediately preceding retirement may carry the group term life insurance into retirement. The face value of the retiree's policy shall be equal to double the employee's final year salary, to the nearest \$500.00.
- b. The premium for this policy shall be borne by the District.
- c. At age 65, the face value of the retiree's policy shall be reduced to \$5,000.00, and at age 70, coverage shall cease.
- d. If the employee elects to convert the term coverage to individual whole life, the District's obligation to pay premiums for the individual ceases.

Section 4.

Full-time employees and regular bus drivers who retire from the Rush-Henrietta Central School District when eligible under the New York State Retirement System who have been employed by the District for at least ten (10) consecutive years immediately preceding retirement as a full-time employee or regular bus driver, may take into retirement the Health Care Fund coverage with the full District contribution being paid by the District for ten (10) years following retirement.

Section 5. - Notice of Intent to Retire

An employee must notify the District of his or her intent to retire thirty (30) days in advance of the effective date of such retirement.

Section 6.

For employees not members of the New York State Retirement System, these benefits are available only when the employee would have been eligible to retire under the rules of the New York State Retirement System.

Article XIX **Vacancies and Transfer Policies**

Section 1.

Whenever a full-time employee or regular bus driver vacancy occurs in these bargaining units the District shall post the vacancy for seven (7) business days on building bulletin boards before the position is filled. The Presidents of the Associations shall be notified of the vacancy at the time of the posting.

Section 2.

In the event a current employee wishes to transfer to a vacant position within that employee's current Civil Service Job classification, such employee shall notify the Superintendent of Schools/designee, in writing, that he or she desires to be considered for such transfer. Such written notification must be received by the deadline stated on the posting, which shall be no earlier than the final day of the posting under Section 1. Transfer employees shall be moved not later than four (4) weeks after selection.

Section 3.

The District reserves the right to change or abolish any vacant position.

Section 4.

The final decision on how the vacancy will be filled and who will fill the vacancy shall be at the sole discretion of the District.

Section 5.

For vacancies in the Administrative Support Personnel Chapter, the notice to the President in Section 1 shall include the Civil Service title of the position open, the examination required, the final date for filing an application for said position and will list these in the vacancy notice. If a position in the Administrative Support Personnel Chapter is going to be changed, it will not be posted until the change has been made.

Article XX**Child-Bearing – Child-Rearing Leave****Section 1.**

The Board, at its discretion, may grant child-bearing and child-rearing leaves of absence without pay to a regular full-time employee, when in its opinion, such a grant would benefit the District and there is reasonable expectation that the recipient will return to his or her position in the District.

Section 2.

- a. The child-bearing portion of this leave will permit the employee to use her accumulated sick leave and/or unused personal time or to apply for an unpaid leave of absence not to exceed two (2) years.
- b. The child-rearing portion of this leave will be an unpaid leave for a period not to exceed two (2) years.
- c. Requests for unpaid leave shall be directed to the superintendent or his designee. Except in emergency situations, requests for such leave shall be submitted at least one (1) month in advance of the requested commencement date for such leave. All such requests shall be in writing, setting forth the dates on which such leave would occur if approved.
- d. In accordance with the sick leave provisions of this agreement, accumulated sick leave may be used, prior to beginning an unpaid leave, if the employee is physically unable to perform assigned duties.

- e. If an employee does not wish to apply any of her accumulated sick leave to the period of absence attributable to pregnancy, delivery and recovery from delivery, or if an employee wishes to adopt a child, such employee may request a child-rearing leave for a period not to exceed two years provided the adoptive child is not of school age.

Section 3.

If an employee wishes to return to work at a time prior to the agreed-upon return date, the employee shall notify the Executive Director of Human Resources in writing at least thirty (30) days before the desired return date. Such request shall be subject to approval by the employee's building principal or immediate superior, the Superintendent and Board of Education. Employees returning from this leave will be placed in the same or similar position from which they left provided that such position is vacant and the employee is eligible based upon that employee's seniority in the classification.

All criteria for the child-rearing portion of this leave are also applicable for the adoption of children as appropriate.

Section 4.

The time period spent on any long-term unpaid leave of absence, including any mutually agreed upon extension thereof, shall not be credited for salary advancement, seniority, vacation entitlement nor toward completion of the probationary period.

Article XXI **Agency Fee**

Section 1.

Any employee covered by this Agreement as of June 30, 1992 who has not previously been declared exempt from Agency Fee under this Article shall remain subject to the Agency Fee. Any such employee who has been exempted shall not have to reapply at any time during his or her employment by the District.

Section 2.

Effective July 1, 1992 an individual shall have 30 calendar days from his/her first day of employment to make application for exemption from the Agency Fee. The request shall be in writing and submitted to the District's Executive Director of Human Resources. A panel shall meet and render a decision in accordance with the procedures of Section 3 of this Article within 30 calendar days of receipt of the application. For an employee who is subject to Agency Fee, the Fee shall be prorated as provided in Section 8 beginning with the employee's first day of employment.

Any employee who does not make timely application as provided for in this Article shall become and remain subject to Agency Fee arrangement.

Any employee who has been exempted from the Agency Fee arrangement by the panel shall not have to reapply at any time during his/her employment by the District.

Section 3.

In the event that one or more requests are received by the Executive Director of Human Resources, such requests shall be referred to the district-designated panel. The panel shall contact the individuals who have submitted requests and arrange for hearing dates.

At that hearing, an individual who has requested the opportunity to appear before the panel shall state to the panel the reasons for that individual's requested exemption from the Agency Fee. The requests, the hearing and the panel's decision shall be strictly confidential. If the panel determines that the individual is to be exempt from the Agency Fee, then such notification shall be submitted to the President of the Association and to the Superintendent or Designee. Such determination by the panel shall be final and binding.

The criteria for determining the legitimacy of the reason for requesting exemption shall be determined by the panel at its discretion.

Section 4.

It is understood and agreed that an employee who becomes subject to the Agency Fee arrangement does not necessarily have to become a member of the Association. Such membership is voluntary with the individual employee.

Section 5.

The provisions of this Article are applicable to employees who are working at least four hours per day and for the entire school year. Employees who work less than four hours, but the entire school year, are excluded from Agency Fee in the Facilities and Mechanics's Chapter, Paraprofessional Chapter and Administrative Support Personnel Chapter.

Section 6.

The individual employee who wishes to be exempt from the Agency Fee may include in the submission to the panel the reasons for the requested exemption. The panel may act upon the reasons as set forth in the submission or may request the employee to appear before it.

Section 7.

All submissions to and proceedings before the panel shall be strictly confidential. The panel composition may be changed both as to individuals and numbers of individuals at any time at the discretion of the Board. No records or documents will be submitted from a panel to any other panel, and all such documents shall be destroyed after the panel has rendered its decision in any individual case. The parties to this Agreement understand that there may be no uniformity or consistency between various panels as to the reasons or rationale on the basis of which an employee is exempted. It is understood and agreed, however, that there may not be a grievance filed by the Association or any individual based upon actions taken by such a panel.

Section 8.

- a. In the event a twelve (12) month employee is first employed after July in any given year and further agrees to be subject to the Agency Fee Provision, that employee's dues will be prorated on the basis of 1-1/2 per month of the total dues for that year.
- b. In the event a ten (10) month employee is first employed after the opening of school in September in any given school year and further agrees to be subject to the Agency Fee Provision that employee's dues will be pro-rated on the basis of 1/10 per month of the total dues for that school year.

Article XXII
Just Cause

Section 1.

If an employee within this negotiating unit enjoys the protection of Section 75 of the New York State Civil Service Law and has been employed by the District for at least three consecutive years is disciplined within the meaning of Section 75 or discharged, such employee upon his or her request, shall be entitled to the appointment of a hearing officer, pursuant to Section 75, who is not an employee of the District. The District shall select that hearing officer.

A full-time non-probationary employee who has been employed by the school district for five (5) consecutive years, but does not enjoy the protection of Section 75 of the New York State Civil Service Law, is entitled to the same process outlined above only in the event of discharge and/or demotion in title.

Section 2.

If an employee within a negotiating unit does not enjoy the protection of Section 75 of the New York State Civil Service Law but has been both employed by the District for at least one year and has completed the probationary period, such employee may request a hearing before the Superintendent, or his designee, in the event the employee is discharged or disciplined in the form of a written reprimand or a suspension without pay.

In the event of such discipline or discharge, the employee must file a written request with the Superintendent for such a hearing within ten (10) days after the employee is notified of such discipline or discharge.

The conduct of the hearing shall be determined by the Superintendent, or his designee.

The determination of the Superintendent, or his designee, shall be final.

The employee may be represented by an Association representative.

Article XXIII
Travel Allowance

Section 1.

Employees whose regular duties require travel within the school district will either be furnished a school vehicle or will be paid at the then prevailing mileage reimbursement rate established by the Board of Education for the use of their own vehicle.

Section 2.

Employees driving their own vehicles on school district business will be reimbursed at the then prevailing mileage rate established by the Board of Education. Prior approval of such trips should be obtained whenever possible.

Section 3.

It is the policy of the employer that the mileage reimbursement rate covers all expenses of operating the vehicle including gas, oil, wear and tear, etc. Parking fees and Thruway tolls will be paid in addition to the mileage reimbursement upon presentation of proper receipts for such expenditures.

Section 4.

Reimbursement for mileage will be made upon presentation of properly executed and approved claim voucher. Vouchers should be in the Business Office by the first of each month covering mileage driven during the preceding month. Employees must pay all costs of all trips from their personal funds before reimbursement can be made.

Article XXIV
Continuing Education

Section 1.

The District will make available to employees, at no tuition cost, participation in Rush-Henrietta Continuing Education Program courses if the following conditions are met:

- a. The desired course must be available.
- b. The employee must secure the written approval of his/her immediate supervisor indicating that the course is job related; and
- c. The written approval of the Coordinator of Continuing Education and the Executive Director of Human Resources must be secured prior to commencement of the course.

Section 2.

All expenses, other than tuition, for such course shall be borne by the employee.

Article XXV
Newly-Hired Employees

When the District hires employees, the District shall inform the Association President of the unit involved in writing of new employees, their job titles, and rate of hourly wage. The District will also give the newly-hired employees copies of the collective bargaining agreement.

Article XXVI
Retirement Plan and Social Security

The employer shall provide each employee with benefits under the New York State Retirement System as provided in Sections 75(i), 41(j), and 41(k) of the Retirement and Social Security law and Section 143(4) of the Military Law all in accordance with the resolution of the Board June 30, 1971. An employee working less than is required for mandated membership in the New York State Retirement System may elect to join the System at any time.

Article XXVII
Employee Assistance Program

The District will provide an Employee Assistance Program (EAP) for unit members. The EAP should be available for difficulties including, but not limited to, emotional or mental stress, chemical dependency, family and marital issues and financial problems. Employees and their dependents should be encouraged to seek help voluntarily through the EAP. The Superintendent or his designee may refer the employee to the EAP as part of a job performance remediation effort. Employees are assured that involvement with an EAP will be strictly confidential and no record of the involvement may become a part of an employee's personnel record.

The district shall distribute to each employee a description of the EAP on a yearly basis.

Article XXVIII
Safety Committee

The district-wide Safety Committee will have one representative from each recognized bargaining unit with an equal number of District representatives. The Committee will meet at least quarterly to discuss issues of employee health and safety and shall make recommendations to the Superintendent.

Article XXIX
Payroll Deductions

Section 1.

The employer shall payroll deduct and remit payments to the NYSUT Benefit Trust upon submission to the Payroll Office of a signed authorization.

Section 2.

The employer shall payroll deduct for VOTE/COPE contributions upon submission to the Payroll Office of a signed authorization.

Article XXX
Duration

Section 1.

The Superintendent and the Associations acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the areas of collective negotiations.

Section 2.

The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3.

The Superintendent and the Associations agree that to promote a stable relationship neither party shall, for the duration of this Agreement, be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement.

Section 4.

The provisions of this Agreement, except as otherwise provided herein, shall become effective as of July 1, 2000 and shall continue in full force and effect through and including June 30, 2003, and, unless either party gives written notice at least one hundred and twenty (120) days but not more than one hundred fifty (150) days prior to June 30, 2003 requesting to modify, amend or renegotiate this Agreement, then said Agreement shall continue in full force and effect from year to year until such notice is given at least one hundred and twenty (120) days but not more than one hundred and fifty (150) days prior to June 30, in any succeeding year.

Article XXXI
Sick Leave Reserve

Section 1.

A sick leave reserve will be established to provide Coalition employees with additional sick leave in the event of long-term illness or injury. The reserve is established with earned and unused sick leave days voluntarily donated by employees. Each Coalition employee can become a member of the sick leave reserve by donating one (1) day of accumulated sick leave before October 1 of each year, or within thirty (30) days of employment, and completing an annual membership form. The donation is irrevocable and shall not be made to a specific employee for his/her exclusive use. The participation year for members will be September 1 through August 30. Employees may draw from the reserve in any participation year in which they have contributed to the sick leave reserve. The employee may draw from the reserve for those calendar weeks during which that employee is normally and regularly employed.

Section 2.

If the sick leave reserve falls below one hundred fifty (150) days, members will be asked to voluntarily contribute an additional day. Unused days will be carried over into the next participation year. If there are more than three hundred (300) days in the sick leave reserve at the beginning of a participation year, membership will continue without additional contributions. New members will be required, however, to donate one day. Newly-hired employees must contribute within thirty (30) days of employment to become members of the sick leave reserve during their first year of employment.

Section 3.

Any employee who is a member of the sick leave reserve will have the ability to withdraw days based on the following criteria:

- a. The employee has a long-term illness or injury, defined as an illness or injury which is expected to incapacitate him/her for an extended period of time, requiring absence from work for a minimum of forty (40) week days during their normal work year. Only one waiting period is required per specific medical condition.
- b. The employee has exhausted all of his/her accumulated sick leave.
- c. The employee has applied for sick leave extension under the applicable appendix of the contract and has used the full amount authorized by the Board of Education.
- d. The employee is not receiving, or pending immediate receipt of, Worker's Compensation benefits.
- e. The employee submits written verification of his/her medical condition from a physician, including an anticipated date of return to work.
- f. The employee submits a written request to withdraw days to the Executive Director of Human Resources.
- g. No employee will be permitted to withdraw in excess of sixty (60) days for the same medical incident.

- h. Sick leave will be withdrawn in daily increments only, beginning on the 41st day of absence or when all sick leave is exhausted, whichever is later. If sick leave is exhausted before the 41st day, sick leave reserve will be retroactive to the last day paid.
- i. Employees can draw days out in increments equal to the length of their regular work day at the time they commenced their leave. Such benefit will be received during the calendar months of the work year for which they were employed at the time they commenced the leave.

Article XXXII
Career Attendance Incentive

Each employee who retires under the conditions specified in Article XVIII, Section 2, titled "Retirement" shall be compensated for unused sick leave at the rate of \$25.00 daily, with the maximum payment not to exceed \$5,000. An employee who retires after July 1 and before January 1 shall not receive an incentive payment for days accrued on July 1. Any employee who retired on or after January 1, 1997 is eligible to receive the benefit of this article. No employee may receive the benefit of this article more than once in his/her career.

<u>APPENDIX A</u> <u>FACILITIES and MECHANICS CHAPTER</u>
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Article I
Hours of Work

Section 1. - Work Week - Full Time

The normal work week for each full-time employee shall consist of five (5) consecutive work days, within seven (7) consecutive calendar days, which five (5) work days shall be determined for each employee at the sole discretion of the employer and which days may be changed, for any or all of the employees, at the sole discretion of the employer.

Section 2. - Work Week - Regular Part-time

The normal work week for each regular part-time employee shall be determined for each such part-time employee at its sole discretion change the day or days of work for any such part-time employee.

Section 3. - Work Day - Full-Time

The normal work day for each full-time employee shall consist of eight (8) consecutive hours exclusive of a one- half hour per day unpaid meal period.

Section 4. - Work Day - Regular Part-Time

The normal work day for each regular part-time employee shall be determined at the sole discretion of the employer. The employer may at its sole discretion change the work day for any or all such employees to meet the needs of the District.

Section 5. - Work Year - Full-Time and Part-Time

The work year shall consist of two hundred and sixty-one (261) days which includes paid holidays.

Section 6.

Each full-time employee shall have two (2) paid fifteen-minute work breaks within his/her eight-hour workday while a regular part-time employee shall have one (1) fifteen-minute work break for each four-hour consecutive workday.

Section 7.

The foregoing sections shall in no way be construed or interpreted as a guaranteed number of hours of work per day, per week or per employment year, or a guaranteed number of days of work per week or per year.

Article II
Physical Examinations

Section 1.

For the purpose of determining physical fitness, every employee will be examined by the Employer's physician within two (2) weeks after his/her last date of hire.

The Employer shall bear the cost of any such examination performed by the Employer's physician.

Article III
Sick Leave

Section 1.

Each full-time employee shall be credited with twelve (12) sick leave days per year, accumulative to two hundred and seventy-five (275) days. In the first year of employment, sick leave days shall be prorated as specified in Article IX, Section 2 of this Appendix.

Section 2.

Each regular part-time employee shall be credited with four (4) days of sick leave per year accumulative to one hundred (100) days.

Section 3.

Sick leave shall be taken only for the personal illness or physical disability of the employee.

Section 4.

Charges against accumulative sick leave shall be made commencing with the first day of illness or disability.

Section 5.

Superintendent may request a doctor's certificate if the sick leave taken by a full-time or regular part-time employee exceeds five (5) and two (2) respectively consecutive days or occurs on the day immediately preceding or following a holiday recess.

Section 6.

Each employee who is assigned to districtwide responsibilities shall notify the director of the department to which he is assigned as soon as practicable after said employee knows that he will be taking sick leave.

Section 7.

Each employee who is regularly assigned to a particular school building shall notify the Principal of that building as soon as practicable after said employee knows that he/she will be taking sick leave.

Section 8.

During the first six (6) months of employment from the last date of hire, not more than one (1) day of sick leave per month may be taken.

Section 9.

If an employee has exhausted his/her accumulated sick leave, he/she may request the Superintendent to recommend to the Board the granting of additional sick leave. Such request shall be in writing and shall be accompanied by a doctor's certificate, which shall state the anticipated date of the employee's return to work.

At his/her sole discretion, the Superintendent may recommend all, any part of or none of the requested additional sick leave.

The Board at its sole discretion, may grant all, any part of or none of the additional sick leave days if and as recommended by the Superintendent.

If an employee has exhausted his/her accumulated sick leave, he/she must request an unpaid medical leave of absence. The request shall be in writing and shall be accompanied by a statement from the employee's personal physician who shall state the anticipated date of the employee's return to work.

Health and life insurance benefits will continue at District expense for three (3) months after exhaustion of paid sick leave inclusive of a maximum of 12 months of Workers' Compensation benefits. After this period an employee placed on an unpaid medical leave of absence may continue his/her membership at his/her own expense, in the District's health and life insurance program. The employee shall make arrangements through the District Business Office for payment of the premiums.

Section 10.

Payment for sick leave shall be calculated by multiplying the employee's base hourly rate including shift differential, at the time of the commencement of the leave, excluding merit increment, exceptional contribution etc. times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Article IV
Holidays

Section 1.

Each full-time employee shall be entitled to fourteen (14) holidays with pay per year. The fourteen (14) holidays shall be designated by the Employer and may be changed from year to year at the sole discretion of the Employer. Each regular part-time and part-time employee will be entitled to two (2) holidays with pay per year.

Section 2.

Unless excused by the Employer, to be eligible for holiday pay the employee must have worked the last scheduled workday before and the first scheduled workday after the day on which the holiday is observed. When holidays are scheduled consecutively, the employee will be eligible for one paid holiday if that employee worked either the last scheduled workday before or the first scheduled workday after the days on which the holidays are observed.

Section 3.

If, with the prior approval of the Superintendent or his/her designee, an employee is scheduled to work on a holiday, the employee, if otherwise eligible for holiday pay, shall receive such holiday pay and in addition such employee shall be paid at two (2) times his/her regular hourly rate of pay for each hour approved and actually worked on the holiday. At his/her option, the employee may receive one floating holiday to be used at his/her discretion plus be paid double time for hours worked on a holiday.

Section 4.

Payment for holidays shall be calculated by multiplying the employee's base hourly rate including shift differential at the time of the commencement of the leave, excluding merit increment, exceptional contribution increment, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Article V **General Provisions**

Section 1. - Full-Time Employees.

For purposes of this unit, "full-time employee(s)" shall mean the employees who have a regularly scheduled work week of forty (40) or more hours, fifty-two (52) weeks per year.

Section 2. - Regular Part-Time Employees.

For purposes of this unit, "regular part-time employee(s)" shall mean those employees who have a regularly scheduled work week of at least twenty (20) but not more than twenty-nine (29) hours and are employed for fifty-two (52) consecutive weeks during each school year from July 1 to the following June 30.

Section 3.

Except for retirement and social security, only full-time employees shall be eligible for the benefits set forth in this Agreement, unless regular part-time or part-time employees are specifically mentioned for any benefit. However, part-time employees who had been granted other employee benefits set forth in this Agreement prior to June 30, 1971, shall continue to be eligible for such benefits. No other part-time employees shall be eligible.

Section 4.

Work assignments and building assignments will be made in accordance with the best interests of the Employer as determined by the Employer.

Section 5.

Agreements for the payment of overtime and/or premium rates, contained in this Agreement, are not to be construed to require a duplication of overtime wage payment, involving the same hours of work. Thus, there shall be no pyramiding of overtime and/or premium pay for any reason whatsoever.

Section 6. - Tool Allowance

In the event an employee in the Senior Auto Mechanic classification requires an additional tool or tools to discharge the responsibilities of the Senior Auto Mechanic position, the employee shall submit a written request to the head auto mechanic. That written request shall specify the tool or tools needed.

If the head auto mechanic approves the purchase of that tool(s), the purchase shall be made by the District. During any twelve-month period from July 1 through the following June 30, no more than four hundred dollars (\$400.00) of purchases may be made on behalf of any one employee.

Section 7.

Thermal coveralls and rubber boots shall be made available to auto mechanics, maintenance mechanics, and groundskeepers. A safety shoe allowance of up to \$80.00 per year, upon presentation of a receipt, shall be allowed each chapter member.

Section 8.

Whenever the employer assigns a Chapter employee to the shift of an absent full-time employee, the assigned employee will be assigned a minimum of four hours, except that a five-hour minimum will apply when chalk-boards are cleaned. If more than one employee is so assigned, the minimum combined time shall be four hours. This is not considered call back time.

Section 9.

Employees who are regularly assigned to drive District-owned vehicles of any size to carry out their work duties may be required to participate in a random drug and alcohol testing program under the provisions of the policy of the Board of Education.

Article VI

Wages

Section 1. - Overtime Pay

Any employee who works more than forty (40) hours in any workweek shall be paid at the rate of one and one-half (1.5) times his regular hourly rate, including shift differential, if any, for each such overtime hour which was approved in advance and which was actually worked.

Personal leave, holiday leave, bereavement leave, sick leave, vacation leave and jury duty leave if granted pursuant to the terms of this Agreement may be treated as working hours only in determining if an employee has worked forty (40) hours during the workweek. Time taken for unauthorized leave shall not be credited as time worked.

If an employee has worked forty (40) hours during a workweek and is requested by his/her Building Principal, or the director of his/her department, to work on the employee's second regularly scheduled day off in the seven (7) consecutive calendar days within which such workweek occurs such employee shall be paid at the rate of two (2) times his/her regular hourly rate for each hour actually worked that day. (Example: Employee's week is Monday through Sunday. His/her workweek is Monday through Friday and he/she worked forty (40) hours. The Principal asked the employee to work on Sunday, which is the employee's second regularly scheduled day off. The employee would receive two (2) times his/her regular hourly rate for each hour actually worked on Sunday.)

Payment at the rate of time and one-half or double time, as the case may be, will be made only for those overtime hours actually worked which hours have been approved in advance. Only the Building Principal or the director of the department in which the employee works may authorize overtime work.

Section 2. - Call-Back Pay

Any employee who has completed his regularly scheduled shift on any given day and who has left the Employer's premises and who is called back to work by the director of his department or the Building Principal prior to the start of his/her next regularly scheduled shift shall be assured a minimum of two (2) hours of work at time and one-half. It is understood and agreed that early overtime shall not be considered call-back time.

Section 3. - Shift Differential

- a. Each employee whose regularly scheduled work day commences between the hours of 12 midnight and 12:59 p.m. shall receive no shift differential.
- b. Each employee whose regularly scheduled work day commences between 1:00 p.m. and 6:00 p.m. shall be paid a shift differential of fifty-five (55) cents per hour.
- c. Each employee whose regularly scheduled work day commences between 6:01 p.m. and 11:59 p.m. shall be paid a shift differential of sixty-five (65) cents per hour.
- d. Employees shall not be paid a shift differential at times when the employee is not assigned to a shift for which a differential is paid.

Section 4.

The hourly rate for any individual employed after the execution of this Agreement shall be determined by the District but shall be at a rate not less than the minimum for the job classification to which the individual is assigned. In addition, all employees hired on or after July 1, 1995 will be subject to maximum pay rates as listed below. The minimums and maximums are as follows:

	<u>Minimum</u>	<u>Maximum</u>
Custodian		
Senior High	\$13.65	\$20.00
Roth	12.25	18.50
Burger/Webster/Elementary	11.55	17.50
Assistant Custodian/Working Foreman		
Senior High	10.50	14.70
Roth	9.98	13.97
Burger/Webster	9.45	13.23
Mechanic I	13.77	22.00
Head Auto Mechanic	13.77	22.00
Senior Auto Mechanic	13.50	21.00
Head Bus Driver	13.00	19.00
Mechanic II	12.50	18.00
Auto Mechanic	12.50	18.00
Bus Dispatcher	11.50	17.00
Groundskeeper	9.25	14.00
Audio Visual Mechanic	9.00	12.60
Courier	8.50	12.00
Security Guard	8.50	12.00
Cleaner	8.25	11.50
Laborer	8.25	11.50

All minimum and maximum rates of pay listed above shall be increased by 5% effective July 1, 2002.

Effective July 1, 2000 all employees will receive a 4.0% increase in their hourly rate of pay.

Effective July 1, 2001 all employees will receive a \$.55 increase in their hourly rate of pay.

Effective July 1, 2002 all employees will receive a 4.0% increase in their hourly rate of pay.

Section 5.

Employees promoted will receive either a 10% increase or the minimum salary for the job classification, whichever is greater, provided the District reserves the right to pay more or less based upon experience, skills and wages of employees within the job classification.

Section 6.

The District reserves the right to employ apprentices in any job classification set forth in this Agreement. Regardless of the classification to which the apprentice is assigned, he/she shall be paid an hourly rate of \$4.25. To be eligible for appointment as an apprentice, the individual must be a high school student. An apprentice may not be employed for more than two of the employer's fiscal years. The employer reserves all rights with respect to the interpretation and implementation of the apprenticeship program.

Apprentices are not covered by this Agreement nor are they eligible for any benefits under this Agreement.

Section 7. - Swimming Pool Maintenance

The employee who is responsible for the maintenance and operation of the swimming pool on a regular and continuing basis, shall be paid an additional stipend of \$1.50 per hour over and above the employee's hourly rate for each authorized hour spent in attending to the swimming pool. The employee must possess a valid New York State Pool and Spa Operator Certificate. This \$1.50 per hour stipend is recognized as separate and apart from the hourly rate and will not be included in any calculation of overtime entitlement. During the school year it is expected that under normal circumstances it will take not more than five (5) hours to maintain and operate the pool and related areas surrounding the pool.

The employer reserves the right to determine which employee(s) will be requested to perform that work. Further, the employer may change that assignment at its sole discretion.

Section 8.

Effective July 1, 1985, a longevity payment will be awarded to 52-week employees based on consecutive total years of service in the District whether full or part time. Service will be credited as follows: One full-time 52-week year equals 1; one full-time 43-week year equals .8; one part-time 52-week year equals .6; one part-time 43-week year equals .5.

- a. Payment will be made in one lump sum in the last paycheck in June, or last paycheck upon retirement, but shall not be used as part of the employees' annual salary calculations.
- b. Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District's fiscal year when an employee is first eligible to receive a longevity award, it shall be pro-rated for that work year.
- c. Eligible employees shall receive the longevity award each year of the contract.
- d. Longevity Schedule:

More than 10 yrs. to 15 yrs. of service	-	\$125
More than 15 yrs. to 20 yrs. of service	-	\$225
More than 20 yrs. of service	-	\$325

- e. For longevity purposes only, employees who previously worked for the District, resigned and returned to work within one (1) year of that resignation, shall be credited with their prior years of service. No more than one such break in service will be considered.

Section 9.

Employees temporarily assigned to work in a higher job classification for one (1) or more consecutive work days shall be paid the minimum wage for that job classification or 10%, whichever is greater, from the start of that assignment. Employees will not be assigned in a manner intended to avoid the obligations of this section.

Section 10.

Employees performing asbestos removal work shall be paid an additional stipend of \$3.00 per hour over and above the employee's hourly rate for each authorized hour spent in asbestos removal work. The employer reserves the right to determine which employee(s) will be requested to perform that work. Further, the employer may change that assignment at its sole discretion.

Article VII **Emergency Closings**

The supervisory personnel must report to work on days when school has been closed as the result of an emergency. The grounds crew and employees in the Transportation Department must also report to work in accordance with the present practice.

The supervisory personnel will call other employees for work as needed on a rotating seniority basis.

All employees required to report to work must report to work or lose the day's pay unless the employee has a verifiable illness or emergency. Employees reporting to work will be paid double their regular rate of pay. Employees not required to report to work will receive pay for the day.

If an employee is called in for snowplowing before the start of his/her regular shift and is also required to work overtime beyond the end of his/her shift, the hours worked after the shift ends shall be at double times the regular rate of pay.

Article VIII **Seniority, Layoff and Recall**

Section 1.

An employee's seniority date is the date an employee was first appointed to any position covered by this agreement, so long as the employee has been continuously employed in a covered position since that date. The most recent single break in service of forty-five (45) days or less shall be disregarded in determining continuous service. This section is superseded by Civil Service rules and regulations for competitive class employees.

Section 2.

If, in the District's opinion, it becomes desirable to lay off one or more employees from within a competitive position as listed below, or any subsequently created competitive position, the District shall follow the Civil Service rules and regulations:

Assistant Custodian
A-V Mechanic
Bus Dispatcher

Custodian
Head Auto Mechanic

A custodian or assistant custodian to be laid off under this section may displace the least senior full-time cleaner if he or she has more seniority than such employee. A head auto mechanic to be laid off under this section may displace the least senior Senior Auto Mechanic if he or she has more seniority than such employee.

Section 3.

If, in the District's opinion, it becomes desirable to layoff one or more employees from within a non-competitive position as listed below, or any subsequently created non-competitive position, the District shall first lay off part-time employees from within that classification. If the layoff reaches beyond part-time employees, employees shall be laid off in reverse order of seniority in the particular skill within the classification. Such employee may displace the least senior employee in the groundskeeper, courier, or cleaner-laborer classification if he or she has more seniority than such employee.

Mechanic II
Senior Auto Mechanic

Mechanic I
Head Bus Driver

Section 4.

If, in the District's opinion, it becomes desirable to lay off one or more employees from within the groundskeeper, courier, or cleaner-laborer position, part-time employees shall be laid off in reverse order of seniority from within that classification.

If the layoff reaches beyond part-time employees, employees shall be laid off in reverse order of seniority from within that job classification.

Section 5.

In the event of a layoff from a non-competitive position the employee(s) laid off shall be placed on a recall list for four (4) calendar years after the date of layoff, or until the employee rejects an offer of recall, whichever occurs first.

Section 6.

A full-time employee laid off and placed on the recall list shall be eligible for recall only to a full-time or part-time position in the classification from which the employee was laid off. The employee may refuse recall to a part-time position and retain recall rights under this Article to a full-time position.

Section 7.

The decision to layoff is at the sole discretion of the District and will not be subject to the grievance procedure of this Agreement.

Section 8.

An employee enjoying recall rights shall keep the District's Human Resources Office informed, in writing, of their current address and any changes of address. Recall offers shall be by regular mail to the employee's most current known address. The employee shall notify the District, in writing, within five (5) days after the date of the District's written offer. Failure to respond within this time frame shall constitute a rejection and the employee's name shall be removed from the recall list.

Section 9.

In the event of a layoff and displacement of a less senior employee, the employee whose position had been abolished shall have his/her hourly rate reduced by 10% or to the hourly rate of the highest paid employee in the classification into which he/she bumped, whichever is less.

Article IX
Vacations

Section 1.

Employees will be eligible for vacation with pay according to the following schedule:

<u>Service</u>	<u>Vacation Days Per Fiscal Year</u>
a. Completion of first through and including fifth year of continuous employment	10 working days
b. Completion of fifth through and including tenth year of continuous employment	15 working days
c. Completion of tenth year of continuous employment	20 working days
d. Completion of fifteenth year of continuous employment	25 working days

Employees become eligible for the appropriate earned vacation on July 1 of each year.

Section 2.

During the first year of employment by the District, vacation earnings, calculated as of June 30, shall be prorated as follows:

<u>Date of Placement On Payroll</u>	<u>Vacation Allotment</u>
July	100%
August	90%
September	80%
October	70%
November	60%
December	50%
January	40%
February	30%
March	20%
April	10%
May	0%

Employees hired between July 1 and December 30 will receive earned vacation days on a pro-rated basis effective January 1 of the first year of employment. Vacation days earned between January 1 and June 30 of the first year of employment will be received on July 1.

Section 3.

Requests for vacation days shall be made to the employee's immediate supervisor as far in advance of the requested days as practicable.

Section 4.

Vacation days accrued pursuant to this Article may be taken at any time during the twelve calendar months following July 1 of each fiscal year, but any and all vacation time requires the prior approval of the Superintendent or his/her designee.

Section 5.

There shall be carryover of a maximum of ten (10) vacation days from year to year.

Section 6.

Payment for vacation time shall be calculated by multiplying the employee's base hourly rate at the time of the commencement of the leave, inclusive of shift differential and exclusive of merit increment, exceptional contribution increment, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Section 7.

In the event a regular part-time employee transfers to full-time employment, he/she shall receive prorated vacation credit based upon two thousand eighty eight (2,088) hours. The regular part-time assignment must be continuous, for example:

4 hours per day x 52 weeks per year = 1,044 hours. In accumulating these hours, the hours credited for vacation purposes will be at the lowest full year, for example:

7 years x 4 hours per day = 3.5 years - therefore, credited experience is 3.

Article X
Exceptional Contribution Program

Full-time employees who were receiving exceptional contribution increases as of June 30, 1976, and those who may have received such increases in the school year 1976-77, based upon their performance in the school year 1975-76, shall be held harmless from the abolition of such increases as long as they remain in the employ of the District.

Article XI
Promotions

Section 1.

Before an employee covered by this Agreement can be given a probationary appointment to a position in a higher job classification, such employee must have passed the appropriate Civil Service examination. If such employee has not passed such examination, he/she may be promoted to the position in the higher job classification but will be given a provisional appointment pending such employee's passage of the appropriate Civil Service examination.

Section 2.

If an employee who is being promoted to a job in a higher job classification has received one or more Exceptional Contribution award(s) prior to such promotion, the lump sum of such award(s) shall be carried forward by the employee to the new position in its lump sum form.

Section 3.

If an employee has a permanent appointment within the district and such employee is given a provisional or probationary appointment to a position in a higher job classification, such employee will be eligible to return to the position in which he/she had a permanent appointment until such time as such employee receives a permanent appointment in the position in the higher job classification.

Article XII
Release Time

The President of the Association shall be allowed up to 20 days of release time per work year. Such hours may be taken at times mutually agreed upon by the President and the Superintendent. The Association will pay to the employer the cost of the substitute used to replace the President during such release.

Article XIII
Health Care Fund

The District will maintain a Health Care Fund governed by Internal Revenue Service regulations for all full-time 52-week Chapter employees. The District shall make annual contributions to the fund as follows:

<u>Coverage</u>	<u>Employee</u>	<u>District</u>
Single	\$27.00	\$536.00
Two-Person	\$35.00	\$696.00
Family	\$44.00	\$876.00

The employee's contribution shall be made by payroll deduction.

Article XIV
License Fees

The District shall pay license fees which are required for and/or related to the unit member's job and for which the unit member has prior written approval from the Director of School Facilities and the Executive Director of Human Resources. The school district will reimburse an employee for half of the cost charged by the state for renewing a commercial driver's license if the employee is required by the school district to have that license.

Article XV
Tuition Reimbursement

The District will pay 50% of the cost of tuition upon successful completion of any job-related course to an annual maximum of \$500 per employee with the prior approval of the employee's supervisor and the Executive Director of Human Resources.

<p style="text-align: center;"><u>APPENDIX B</u> <u>PARAPROFESSIONAL CHAPTER</u></p>
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Article I
Hours of Work

Section 1. - Work Year

The work year for all aides shall be the days students are in attendance plus any additional days as required by this contract. Teacher aides assigned to special education classes shall have one additional work day to be the day before the first day of student attendance. The Employer may designate additional work days during the fiscal year for specific Chapter members based on the operational needs of the District.

Section 2. - Work Week

The normal work week for each regular full-time and regular part-time employee shall consist of five (5) consecutive work days, within seven (7) consecutive calendar days, which five (5) work days shall be determined for each employee at the sole discretion of the Employer and which days may be changed, for any or all of the employees, at the sole discretion of the Employer.

The normal work week for each part-time employee shall be determined for each such part-time employee at the sole discretion of the Employer. The Employer may in its discretion change the day or days of work for any such part-time employee.

Section 3. - Work Day

The normal work day for a regular full-time employee shall consist of at least six (6) consecutive hours exclusive of a one-half (1/2) hour per day unpaid meal period.

The normal work day for the regular part-time employees and the part-time employees shall be determined at the sole discretion of the Employer. The Employer may in its discretion change the work day of any such employee to meet the needs of the District.

Section 4.

The foregoing Sections 1, 2 and 3 shall in no way be construed or interpreted as a guaranteed number of hours of work per day, per week or per employment year, or a guaranteed number of days of work per week or per year.

Article II
Physical Examinations

For the purpose of determining physical fitness, every employee will be examined by the Employer's physician within two (2) weeks after his/her last date of hire. The Employer shall bear the cost of any such examination performed by the Employer's physician.

Article III
Sick Leave

Section 1.

Each regular full-time employee shall be entitled to ten (10) sick leave days per year, accumulative to 200 days. During the first year of employment sick leave shall be prorated as follows:

<u>Date Of Placement On Payroll</u>	<u>Sick Days</u>
September	10
October	9
November	8
December	7
January	6
February	5
March	4
April	3
May	2
June	0

Section 2.

Each regular part-time employee shall be entitled to four (4) days of sick leave per year, accumulative to 100 days.

Section 3.

Sick leave shall be taken only for the personal illness or physical disability of the employee.

Section 4.

Charges against accumulated sick leave shall be made commencing with the first day of illness or disability.

Section 5.

The Superintendent may request a doctor's certificate if the sick leave taken exceeds five (5) consecutive days or occurs on the day immediately preceding or following a school recess.

Section 6.

If an employee has exhausted his/her accumulated sick leave, he/she may request the Superintendent to recommend to the Board the granting of additional sick leave. Such request shall be in writing and shall be accompanied by a doctor's certificate, which shall state the anticipated date of the employee's return to work. At his/her sole discretion, the Superintendent may recommend all, any part of or none of the requested additional sick leave.

The Board, at its sole discretion, may grant all, any part of or none of the additional sick leave days if and as recommended by the Superintendent.

If an employee has exhausted his/her paid sick leave, he/she must request an unpaid medical leave of absence. The request shall be in writing and shall be accompanied by a statement from the employee's personal physician who shall state the anticipated date of the employee's return to work.

Health and life insurance benefits will continue at District expense for three (3) months after exhaustion of paid sick leave inclusive of a maximum of 12 months of Workers' Compensation benefits. After this period an employee placed on an unpaid medical leave of absence may continue his/her membership, at his/her own expense, in the District's health and life insurance programs. The employee shall make arrangements through the District Business Office for payment of the premiums.

Article IV Holidays

Section 1.

Each regular full-time employee shall be entitled to nine (9) holidays with pay per year. Each the holidays shall be designated by the Employer and may be changed annually at the so. discretion of the Employer. The Employer shall consult with the Chapter on the placement on holidays.

Each regular part-time and part-time employee will be entitled to two (2) holidays with pay per year.

Section 2.

Unless excused by the Employer, to be eligible for holiday pay, the employee must have worked the last scheduled work day before and the first scheduled workday after the day on which the holiday is observed.

When holidays are scheduled consecutively, the employee will be eligible for one paid holiday if that employee worked either the last scheduled work day before or the first scheduled work day after the days on which the holidays are observed.

Section 3.

Payment for holidays shall be calculated by multiplying the employee's base hourly rate at the time of the commencement of the leave times the number of hours for which that employee would have been regularly scheduled to work but for the holiday.

Article V General Provisions

Section 1. - Regular Full-Time Employees

For purposes of this unit, "regular full-time employee(s)" shall mean those employees who have a regularly scheduled work week of thirty (30) or more hours, exclusive of a one-half hour (1/2) per day unpaid lunch period and are employed for a minimum of thirty (30) consecutive weeks.

Section 2. - Regular Part-Time Employees

For purposes of this unit, "regular part-time employee(s)" shall mean those employees who have a regularly scheduled work week of at least twenty (20) but not more than twenty-nine (29) hours and are employed for a minimum of thirty (30) consecutive weeks.

Section 3. - Part-Time Employees

For purposes of this unit, "part-time employee(s)" mean those employees who have a regularly scheduled work week of less than twenty (20) hours and who are employed for a minimum of thirty (30) consecutive weeks.

Section 4.

Work assignments and building assignments will be made in accordance with the best interest of the Employer as determined in its sole discretion by the Employer.

Section 5.

Agreements for the payment of overtime and/or premium rates, contained in this Agreement, are not to be construed to require a duplication of overtime wage payment, involving the same hours of work. There shall be no pyramiding of overtime and/or premium pay for any reason whatsoever.

Section 6.

The President of the Chapter shall be allowed up to twenty (20) days of released time per school year. Such days may be taken at times mutually agreed upon by the President and the Superintendent. The Chapter will pay to the Employer the cost of the substitute aide used to replace the President during such release.

Article VI **Wages**

Section 1. - Overtime Pay

Any employee who works more than forty (40) hours in any work week shall be paid at the rate of one and one-half (1-1/2) times his regular hourly rate for each such overtime hour which was approved in advance and which was actually worked. Personal leave, holiday leave, bereavement leave, sick leave and jury duty leave, if granted pursuant to the terms of this Agreement, may be treated as working hours only in determining if an employee has worked forty (40) hours during the work week.

Section 2.

The hourly rate of employees shall be increased by 4.0% effective July 1, 2000, 4.0% effective July 1, 2001, and 4.0% effective July 1, 2002.

Section 3.

For School Aides, the minimum hire rate shall be \$6.50. For teacher aides, the minimum hire rate shall be \$7.00. For Youth Assistants, the minimum hire rate shall be \$8.50. For teaching assistants, the minimum hire rate shall be \$8.20. The minimum hire rate for Teaching Assistants assigned to work in the computer lab shall be \$10.00. In addition, all employees hired on or after July 1, 1995 will be subject to maximum pay rates as listed below:

School Aide	\$ 9.00
Teacher Aide	10.30
Youth Assistant	12.00
Teaching Assistant	11.50
Teaching Assistant assigned to work in Computer Lab	14.00

All minimum and maximum rates of pay listed above shall be increased by 5% effective July 1, 2002.

Section 4.

A school aide permanently appointed to a teacher aide position shall receive a \$.30 per hour increase in base hourly rate. A teacher aide permanently appointed to a school aide position shall receive a \$.30 per hour decrease in base hourly rate.

Section 5.

Effective July 1, 1985, a longevity payment will be awarded to full-time employees based upon consecutive total years of service in the District whether full- or part-time. Service will be credited as follows: Scheduled work hours of six hours or more per day equals one year; four to six hours per day equals .8 year; less than four hours per day equals .5 year.

- a. Payment will be made in one lump sum in the last paycheck in June or last paycheck upon retirement but shall not be used as part of the employees' annual salary calculations.
- b. Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District's fiscal year when an employee is first eligible to receive a longevity award, it shall be pro-rated for that work year.
- c. Eligible employees shall receive the longevity award each year of the contract.
- d. Longevity Schedule:

More than 10 yrs. to 15 yrs. of service	-	\$125
More than 15 yrs. to 20 yrs. of service	-	\$225
More than 20 yrs. of service	-	\$325

- e. For longevity purposes only, aides who previously worked as an aide for the District, resigned, and returned to work as an aide within one (1) year of that resignation, shall be credited with their prior years of service. No more than one such break in service will be considered.

Section 6.

A Teacher Aide who is regularly and specifically assigned to the personal care of an individual student, as defined below, shall receive a 25% differential in the employee's base hourly rate. This differential shall not exceed \$3.25 per hour and shall not be less than \$1.75 per hour. This differential shall only apply to care which includes specialized physical care, toileting, restraint or other closely related activity requiring significant physical contact with the student or physical exertion. When other Paraprofessionals are assigned as substitutes during the absence of the designated Teacher Aide, that Paraprofessional shall receive an additional \$2.00 per hour.

Article VII **Seniority, Layoff and Recall**

Section 1.

An employee's seniority date is the date an employee was first appointed to any position covered by this agreement, so long as the employee has been continuously employed in a covered position since that date. The most recent single break in service of forty-five (45) days or less shall be disregarded in determining continuous service. This section is superseded by Civil Service rules and regulations for competitive class employees, and Education Law for Certificated Staff.

Section 2.

If in the District's opinion, it becomes desirable to lay off one or more employees from within a job classification, any temporary employees within such job classification would be laid off first. In the event the layoffs reached beyond the temporary employees within that job classification, then part-time employees within that job classification would be laid off in the reverse order of their seniority with the District. In the event layoffs reached beyond the temporary and part-time employees within that job classification, the District will follow the procedure as outlined in the Civil Service Law.

Section 3.

If part-time employees are laid off, those employees would be placed on a preferential recall list for a period of four (4) calendar years from the effective date of the layoff. Such employees would be recalled to the job classification from which they were laid off in the order of seniority at the time of the layoff. To be eligible for such recall the laid-off employee must keep the District apprised, in writing, of that employee's current mailing address. The notice of recall will be mailed to that last known address. The employee must notify the District, in writing, of his or her acceptance of the position within ten (10) days after the date on the letter of recall. Such written acceptance shall be sent to the Executive Director of Human Resources. In the event the employee does not respond in a timely manner, or rejects the offered position, that employee's name will be removed from the preferential recall list.

Section 4.

A Teacher Aide assigned specifically to assist with the educational needs of an individual student will be excepted from the previous sections of this article under specific circumstances. When such an Aide loses their assignment as a result of the removal of the Aide from the student's educational plan or because the student is no longer registered in the school district, seniority rights under this article will take effect on the next June 30. In the interim, that employee will have priority to substitute as a paraprofessional at the rate of pay received while fully employed.

Article VIII **Training Program**

Section 1.

The District will provide a minimum of one (1) training program per school year for the eligible employees.

Section 2.

If the training program is conducted outside the regular work day, participation shall be voluntary.

Section 3.

If the eligible employee attends the training program, he or she shall be paid at the eligible employee's regular hourly rate.

Article IX **Definitions**

Section 1. - Teacher Aide

An individual under the direct supervision of a certified teacher who directly assists the certified teacher with various classroom related activities such as monitoring, recognizing and reporting students' needs, maintaining control of students, organizing materials and keeping records of his/her classroom students.

Section 2. - School Aide

An individual who assists in the day-to-day operations of a school. Their duties consist of enforcing school rules, maintaining control of students, completing necessary paperwork on students, and monitoring students in assigned areas. Direct supervision is received from a professional staff member.

Section 3. - Youth Assistant

A security position responsible for maintaining order and providing protection to students, faculty and support service personnel within the school and on school property. The work is performed under the direct supervision of the school principal or other administrator. The Civil Service classification for this title is School Aide but, in the event of lay-off, Youth Assistants will be considered a separate job classification from School Aides. The District may continue to require specific training, security registration and motor vehicle driving requirement for Youth Assistants.

Section 4. -Teaching Assistant

A teaching assistant serves under the general supervision of a certified teacher and may perform the functions outlined in the regulations of the New York State Education Department, including: assisting students in the use of instructional resources and assisting in the development of instructional materials; utilizing his or her own special skills and abilities in such areas as foreign language; working with individual students or groups of students on special instructional projects.

Article X **Emergency Closings**

Section 1.

If it is necessary, in the sole discretion of the Employer, to cancel school because of an emergency, an announcement to that effect will be made on the radio as early as possible. It will be the responsibility of the building principal and/or his designated representative to call in those employees whose services are required. Employees who are not called need not report for duty but will receive their hourly rate for the hours they would otherwise have worked on that day. Employees who are called in and who, in fact, work on a day when school has been canceled, shall receive pay at double their regular hourly rate for the time actually worked.

Article XI **Work Breaks**

Section 1.

Each regular full-time employee shall be entitled to a ten (10) minute work break in the morning and a ten (10) minute work break in the afternoon of each regularly scheduled work day, not accumulative. The employee may opt for one twenty (20) minute work break upon mutual agreement with the immediate supervisor.

Section 2.

Each regular part-time employee shall be entitled to a ten (10) minute work break during his/her regularly scheduled work day.

Section 3.

Part-time employees shall not be entitled to a work break.

Article XII **In-Service**

Section 1.

Unit members shall be compensated at the employee's hourly rate for participation in in-service courses which are directly related to the unit member's job and for which the unit member has prior written approval from the School Principal and Executive Director of Human Resources.

Section 2.

Youth Assistants shall be compensated at their hourly rate for participation in security guard registration and training programs. Where necessary, the district will pay the cost of state-mandated finger-printing and related expenses associated with registering as a security employee. Any Youth Assistant who resigns from the school district within one calendar year of employment in the position shall reimburse the district in full for all license fees and training costs expended by the district for that employee during that period.

Article XIII **Assignments**

Section 1.

When the Committee on Special Education directs that the physical needs of a handicapped student be met by additional resources, the District will determine the type and nature of the additional assistance to be provided. The Executive Director of Human Resources will notify the Chapter President of the nature of the additional assistance.

Section 2.

If an aide is placed in a role covering a classroom when a teacher is absent or assigned elsewhere, that teacher aide will supervise the classroom in a non-teaching capacity for not longer than forty-five (45) minutes. If the teacher's absence exceeds forty-five (45) consecutive minutes, a teacher will be assigned to the class.

Section 3.

When school aides are assigned as substitutes for a teacher aide, that school aide will receive an additional \$.30 per hour from the start of the assignment. Employees will not be assigned in a manner intended to avoid the obligations of this section.

Section 4.

When a Teacher's Aide position is reclassified to a Teaching Assistant position, the incumbent in that position will be given one year in which to obtain the necessary qualifications for the new position. The incumbent who meets the qualifications in this circumstance shall be offered an appointment to the Teaching Assistant position.

Article XIV
Health Care Fund

The District will maintain a Health Care Fund governed by Internal Revenue Service regulations for all full-time Chapter employees. The District shall make annual contributions to the Health Care Fund as follows:

<u>Coverage</u>	<u>Employee</u>	<u>District</u>
Single	\$20.00	\$401.00
Two-Person	\$25.00	\$501.00
Family	\$33.00	\$651.00

The employee's contribution shall be made by payroll deduction.

Article XV
Tuition Reimbursement

Effective July 1, 1995, the District will pay 50% of the cost of tuition for any job-related course to an annual maximum of \$500 per employee with prior approval of the employee's supervisor and the Executive Director of Human Resources.

For Teaching Assistants assigned to work in a computer lab, the district will pay 50% of the cost of tuition for any job-related course to an annual maximum of \$1,000 per employee with prior approval of the employee's supervisor and the Executive Director of Human Resources.

Article XVI
Event Supervision

In the event a certified staff member is not available, paraprofessionals may be used to supervise events at the same rate paid to teachers at that level.

<p style="text-align: center;"><u>APPENDIX C</u> <u>BUS DRIVERS' CHAPTER</u></p>
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Article I
Hours of Work

Section 1. - Work Week

The normal work week for full-time bus drivers shall consist of five (5) consecutive days.

Section 2. - Work Day

The normal work day for a full-time bus driver shall consist of seven (7) hours or more.

The normal work day for a regular bus driver shall consist of 2 1/2 hours work in the morning and 2 1/2 hours work in the afternoon or at least 25 hours of work but less than 35 hours of work per week on a regular basis.

Section 3.

The foregoing Section 1 and 2 shall in no way be construed or interpreted as a guaranteed number of hours of work per day, per week or per employment year, or a guaranteed number of days of work per week or per year.

Article II
Physical Examinations

Section 1.

Each school bus driver shall receive an annual physical examination by a school appointed physician. Each driver who is to be initially employed shall be examined within four weeks prior to the beginning of service. In no case shall the interval between physical examinations exceed a 12-month period.

A chest X-ray or Tine test shall be required every three years. The written report of the physician shall be used by the Superintendent of Schools in determining the fitness of the bus driver to operate or to continue to operate school conveyances. (Comm. Reg. 156.13).

Section 2.

Full-time, regular and part-time bus drivers shall meet all the regulations prescribed by the Commissioner of Education, Vehicle and Traffic Law, regulations of the Commissioner of Motor Vehicles.

Section 3.

Full-time, regular and part-time bus drivers' appointments shall be yearly in accordance with above, as well as the driver's yearly performance in the District.

Section 4.

A driver who is required by the District to take any physical examination or medical test shall be paid at the regular rate of pay for such examination or test. When the examination is not scheduled contiguous to a work shift, one hour of pay is guaranteed. When the examination is scheduled during a regular driving assignment, the driver will be paid for the length of the regular assignment.

Section 5.

The District shall pay the employee the difference between the actual cost of the medical opinions and/or laboratory tests and the health insurance reimbursement received by the employee when such second medical opinions and/or laboratory tests are required by the District.

Section 6.

If the bus driver's personal physician submits a report which is in conflict with the District physician, the District physician will confer with the employee's personal physician.

Article III
Sick Leave

Section 1.

Full-time and regular bus drivers who have a regular driving assignment of 25 hours or more shall accrue annual sick leave at the rate of 10 times the number of hours that employee is regularly scheduled to drive per day. Such leave may be accumulated to a maximum of 1,500 hours. Part-time drivers shall accrue annual sick leave at the rate of four times the number of hours the employee is regularly scheduled to drive per day. Such leave may be accumulated to a maximum of one hundred-fifty hours. If an employee's driving schedule is changed during the course of the school year, that employee's annual sick leave accrual will be prorated accordingly.

A driver reverting from regular to part-time would retain accumulated sick leave.

Section 2.

Leave taken pursuant to this article shall be for the personal illness or physical disability of the bus driver.

Section 3.

Charges against accumulated sick leave shall be made commencing with the first day of illness or disability.

Section 4.

The Superintendent of Schools may request a doctor's certificate if the sick leave taken exceeds 5 consecutive days or occurs on the day immediately preceding or following a holiday or school recess. Once the driver is able to return to work and has the appropriate forms, the District will provide the opportunity for the driver to have the necessary paper work completed by the school physician as soon as possible. If the driver provides the District the appropriate forms, the District will contact the school physician for a verbal clearance to return to work.

Section 5.

The medical requirement procedures established for drivers who are out of work due to the following:

1. Prolonged illness over 5 days;
2. Any hospitalization, or any out-patient surgical procedure wherever performed;
3. Injury that required medical attention; must have their doctor's report approved by Rush-Henrietta Central School physician. This report must include the following:
 - a. Nature of the illness.
 - b. What medication was used.
 - c. If patient is or is not still on any medication.
 - d. If on medication - how much and how it must be taken.
 - e. Advisability of patient driving school bus at that time.

Section 6.

A full-time or regular bus driver who is ill and cannot report for work at the beginning of a school year will be paid at his regular rate under the sick leave policy for each day of such absence up to and including the total sick leave accumulation provided that employee has been appointed by the Board of Education for that school year.

Section 7.

A bus driver shall notify the Director of Transportation as soon as practicable after said employee knows that he/she will be taking sick leave.

Section 8.

During the first six (6) months of employment from the last date of hire, not more than one (1) day of sick leave per month may be taken.

Section 9.

If an employee has exhausted his/her accumulated sick leave, he/she may request the Superintendent to recommend to the Board the granting of additional sick leave. Such request shall be in writing and shall be accompanied by a doctor's certificate, which shall state the anticipated date of the employee's return to work. At his/her sole discretion, the Superintendent may recommend all, any part of or none of the requested additional sick leave.

The Board at its sole discretion, may grant all, any part of or none of the additional sick leave days if and as recommended by the Superintendent.

If an employee has exhausted his/her paid sick leave, he/she must request an unpaid medical leave of absence. The request shall be in writing and shall be accompanied by a statement from the employee's personal physician who shall state the anticipated date of the employee's return to work.

Health and life insurance benefits will continue at District expense for three (3) months after exhaustion of paid sick leave inclusive of a maximum of 12 months of Workers' Compensation benefits. After this period an employee placed on an unpaid medical leave of absence may continue his/her membership at his/her own expense, in the District's health and life insurance programs. The employee shall make arrangements through the District Business Office for payment of the premiums.

Section 10.

Payment for sick leave shall be calculated by multiplying the employee's base hourly rate at the time of the commencement of the leave, inclusive of shift differential, merit increment, exceptional contribution increment, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Article IV
Holidays

Section 1.

Any full-time or regular bus driver who was employed by the District on or before June 30, 1976, and who completed eight consecutive years of service on a regular driving assignment as of June 30, 1989, shall be eligible for fourteen (14) holidays with pay per school year.

The fourteen (14) holidays shall be designated by the Employer and may be changed from year to year at the sole discretion of the Employer.

Section 2.

Each full-time or regular bus driver hired on or after July 1, 1976 shall be eligible for holiday pay from the date that he/she is appointed by the District as a full-time or regular bus driver. Such employee shall receive nine (9) days to be determined in accordance with the school calendar.

Each regularly-scheduled part-time employee will be entitled to two (2) holidays with pay per year.

Section 3.

Any full-time or regular bus driver who was employed by the District as a full-time or regular bus driver on or before June 30, 1976, may elect to be covered by Section 2 of this Article rather than Section 1. Such election shall be made in writing, signed by the employee and submitted to the Human Resources Department. Such election shall be irrevocable.

Section 4.

Payment for holidays shall be calculated by multiplying the employee's base hourly rate at the time of the commencement of the leave, exclusive of shift differential, merit increment, exceptional contribution increment, etc., times the number of hours for which that employee would have been regularly scheduled to work but for the leave.

Section 5.

Unless excused by the Employer, to be eligible for holiday pay the employee must have worked the last scheduled work day before and the first scheduled work day after the day on which the holiday is observed. When holidays are scheduled consecutively, the employee will be eligible for one paid holiday if that employee worked either the last scheduled work day before or the first scheduled work day after the days on which the holidays are observed.

Article V**General Provisions – Definitions****Section 1. - Full-Time Bus Drivers**

For purposes of this unit, "full-time employee(s)" shall mean the employees who have a regularly scheduled work week of 35 or more hours, 182 days or more per year.

Section 2. - Regular Driver

For purposes of this unit, "regular driver" shall mean those employees who have 25 hours per week or more on a regularly-scheduled driving assignment but less than 35 hours per week, 182 days or more.

Section 3. - Part-Time Driver

For purposes of this unit, "part-time driver" shall mean those employees who work less than 25 hours per week on a regularly scheduled assignment.

Section 4. - Benefits

Only full-time and regular drivers shall be eligible for the benefits set forth in this Agreement unless a contractual provision specifically states that part-time employees shall be eligible. The exception is that part-time employees who had been granted other employee benefits set forth in this Agreement prior to June 30, 1971, shall continue to be eligible for such benefits.

Section 5. - Assignments

Work assignments and bus assignments will be made in accordance with the best interests of the Employer as determined by the Employer.

Section 6. - "Work Day"

For purposes of this unit, "work day" shall mean the number of hours the employee is regularly scheduled to drive per day.

Section 7. - Extra Trips

Substitute drivers will be considered for extra trips only when:

- a. regularly assigned drivers are not available, and/or
- b. when regularly assigned drivers would go beyond forty (40) hours per week, resulting in time and one-half.

Section 8. - Run Time Guarantees

Each full-time and regular bus driver is guaranteed the following:

- a. 2 1/2 hours pay for each morning and each afternoon run
- b. 1 hour pay for a kindergarten run
- c. 2 hours pay if a trip is canceled after the bus driver has arrived.

Article VI
Wages

Section 1. - Overtime

Any employee who works more than forty (40) hours in any workweek shall be paid at the rate of one and one-half (1-1/2) times his regular rate for each such overtime hour which was actually worked. Personal leave, holiday leave, bereavement leave, sick leave and jury duty leave if granted pursuant to the terms of this Agreement, shall be treated as working hours only in determining if an employee has worked forty (40) hours during the work week. Time taken for unauthorized leave shall not be credited as time worked.

Section 2.

On July 1, 2000, the hourly rate of all full-time, regular and part-time Bus Drivers will increase as follows:

- Those earning \$16.00 or less will be increased by 70 cents.
- Those earning \$16.01 and higher will be increased by 40 cents.

On July 1, 2001, Bus Driver hourly rates will increase as follows:

- Those earning \$16.00 or less will be increased by 70 cents.
- Those earning \$16.01 and higher will be increased by 40 cents.

On July 1, 2002, Bus Driver hourly rates will increase as follows:

- Those earning \$16.00 or less will be increased by 70 cents.
- Those earning \$16.01 and higher will be increased by 45 cents.

Section 3.

Effective July 1, 2000, the beginning rate for new drivers without a Class 2 License will increase to \$10.75. Effective July 1, 2000, the beginning rate for new drivers with a Class 2 License and less than one year of credited experience as a school bus driver will increase to \$11.00. All drivers hired on or after July 1, 1997 will be subject to a maximum pay rate of \$17.50. A newly hired driver who is paid for less than ninety-one (91) work days during his/her first school year of employment and is rehired for the subsequent school year will be paid at the appropriate starting rate for that school year.

A newly hired driver with one or more years of experience as a school bus driver in another district will be paid the wage rate established for new drivers with a proper license; after six months of satisfactory performance the driver can receive credit for up to five years of prior service and his/her wage rate will be adjusted by an additional 20 cents per hour for each year of recent school bus driving experience. A newly hired driver with prior experience as a Rush-Henrietta school bus driver can be credited for up to five years of prior service and will be adjusted by an additional 20 cents per hour for each such year of recent Rush-Henrietta driving experience from the first date of reemployment.

Bus Monitors shall be paid a minimum of \$7.00 hourly and a maximum of \$10.30 hourly, such maximum to affect Bus Monitors hired on or after July 1, 1995. Pay rates for Bus Monitors will increase by 4.6% effective July 1, 2000; 4.3% on July 1, 2001; and 4.3% on July 1, 2002.

Section 4. -Longevity

A longevity payment will be awarded to regular drivers and full-time employees based upon consecutive total years of service in the District, whether full or part-time. Service will be pro-rated according to the employee's work schedule as follows: Scheduled work hours of 35 hours or more per week equals one year credit. Scheduled work hours of 25 to 34 hours per week equals .8 year; scheduled work hours of less than 25 hours per week equals .5 year.

- a. Payment will be made in one lump sum in the last paycheck in June or last paycheck upon retirement but shall not be used as part of the employees' annual salary calculations.
- b. Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District's fiscal year when an employee is first eligible to receive a longevity award it shall be pro-rated for that work year.
- c. Eligible employees shall receive the longevity award each year of the contract.

Longevity Schedule

More than 10 yrs. to 15 yrs. of service	-	\$150.00
More than 15 yrs. to 20 yrs. of service	-	280.00
More than 20 yrs. of service	-	380.00

- d. For longevity purposes only, drivers who previously worked as a driver for the District, resigned, and returned to work as a driver within one (1) year of that resignation, shall be credited with their prior years of service.

Section 5.

Effective July 1, 1981, drivers assigned to a regular bus run that commences after 5:30 p.m. shall receive a 35-cent per hour shift differential payment for each hour worked. This differential would also apply to replacement drivers for the regularly assigned drivers.

Article VII

Layoffs

Section 1.

An employee's seniority date is the date an employee was first appointed to any position covered by this agreement so long as the employee has been continuously employed in a covered position since that date. The most recent single break in service of forty-five (45) days or less shall be disregarded in determining continuous service. This section is superseded by Civil Service rules and regulations for competitive class employees.

Section 2.

If, in the District's opinion, it becomes desirable to lay off one or more employee(s), the part-time drivers will be laid off in reverse order of seniority with the District.

Section 3.

If the layoffs extend beyond the part-time employees, the regular and full-time employees shall be laid off in reverse order of seniority on a merged seniority basis.

Seniority for regular and full-time employees shall include only continuous regular and/or full-time service with the District since the employee's most recent date of hire with the District.

Section 4.

The decision to lay off is at the sole discretion of the District and will not be subject to the grievance procedure of this Agreement.

Section 5.

Full-time and regular bus drivers will be recalled to part-time positions before the recall of part-time drivers, provided that if the full-time or regular driver rejects this recall that driver can be recalled only to a full-time or regular position.

Section 6.

An employee's recall rights expire four (4) calendar years after the date of layoff or if the employee rejects an offer of recall, whichever occurs first.

Section 7.

An employee enjoying recall rights shall keep the District's Human Resources Office informed, in writing, of their current address and any changes of address.

Recall offers shall be by regular mail to the employee's most current known address. The employee shall notify the District, in writing, within 5 days after the date of the District's written offer. Failure to respond within this time frame shall constitute a rejection and the employee's name shall be removed from the recall list.

Article VIII

Exceptional Contributions

Employees who are receiving exceptional contribution increases as of June 30, 1976, and those who may receive such increases in the school year 1976-77 based upon their performance in 1975-76 shall be held harmless from the abolition of such increases as long as they remain with the District. In order to receive payment the employee must be on payroll through and including June 30. Payment will be the first scheduled pay check in July. Said check will contain no deductions other than taxes.

Article IX
Emergency Closings

Section 1.

Full-time, regular and part-time bus drivers who are directed not to report to work before the beginning of the school day will be compensated for the days lost as a result of an emergency. If additional school days are scheduled as a result of school days canceled due to an emergency, full-time, regular and part-time employees who were paid for days on which they did not work during an emergency shall be expected to work the additionally scheduled days without further compensation to a maximum of two days. If any such full-time, regular and part-time employee fails to work, his pay will be reduced accordingly.

Section 2.

In the event of a district-wide emergency closing after the beginning of the school day, all regularly assigned drivers who participate in the emergency will be guaranteed their regular day's pay.

Section 3.

Drivers will not be compensated for services not rendered under Section 2 above (example: a driver who is not available to participate due to his/her unavailability).

Article X
Release Time

The President of the chapter shall be allowed up to twenty (20) days of released time per school year. Such days may be taken at times mutually agreed upon by the President and the Superintendent. The Chapter will pay the Employer the cost of the substitute driver used to replace the President during such release.

Article XI
Fingerprinting

The District will pay the full cost of state-mandated finger-printing of all employed bus drivers and will reimburse newly hired drivers after completion of six months of work.

Article XII
Health Care Fund

The District will maintain a Health Care Fund governed by Internal Revenue Service regulations for all full-time and regular bus drivers.

The District shall make annual contributions to the Health Care Fund as follows:

<u>Coverage</u>	<u>Employee</u>	<u>District</u>
Single	\$11.00	\$310.00
Two-Person	\$18.00	\$450.00
Family	\$24.00	\$626.00

The employee's contribution shall be made by payroll deduction.

Article XIII
License Fees

The School District will reimburse an employee for half of the cost charged by the State for renewing the license required to operate a school bus.

<p style="text-align: center;"><u>APPENDIX D</u> <u>ADMINISTRATIVE SUPPORT PERSONNEL CHAPTER</u></p>
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Article I
Sick Leave

Section 1.

Each 52-week clerical employee shall be entitled to twelve (12) days sick leave with pay per year, accumulative to two hundred and seventy-five days. Sick leave during the first year of employment shall be prorated in accordance with Article 2, Section 2 of this Appendix.

Section 2.

Each 43-week clerical employee shall be entitled to ten (10) days sick leave with pay per year, accumulative to two hundred (200) days.

Section 3.

Each regular part-time employee shall be entitled to four (4) days sick leave with pay per year, accumulative to one hundred (100) days.

Section 4.

Leave taken pursuant to this Section shall be for the personal illness or physical disability of the employee.

Section 5.

Charges against accumulated sick leave shall be made commencing with the first day of illness or disability.

Section 6.

The Superintendent may request a doctor's certificate if the sick leave taken exceeds five (5) consecutive days or occurs on the day immediately preceding or following a holiday recess.

Section 7.

If an employee has exhausted his/her accumulated sick leave, he/she may request the Superintendent to recommend to the Board the granting of additional sick leave. Such request shall be in writing and shall be accompanied by a doctor's certificate, which shall state the anticipated date of the employee's return to work. At his/her sole discretion, the Superintendent may recommend all, any part of or none of the requested additional sick leave.

The Board at its sole discretion, may grant all, any part of or none of the additional sick leave days if and as recommended by the Superintendent.

If an employee has exhausted his/her paid sick leave, he/she must request an unpaid medical leave of absence. The request shall be in writing and shall be accompanied by a statement from the employee's personal physician who shall state the anticipated date of the employee's return to work.

Health and life insurance benefits will continue at District expense for three (3) months after exhaustion of paid sick leave inclusive of a maximum of 12 months of Workers' Compensation benefits. After this period an employee placed on an unpaid medical leave of absence may continue his/her membership at his/her own expense, in the District's health and life insurance program. The employee shall make arrangements through the District Business Office for payment of the premiums.

Article II Vacations

Section 1.

a. Each 52-week employee shall earn paid vacation time according to the following schedule:

<u>Years Of Service</u>	<u>Vacation Days Per Fiscal Year</u>
• Completion of first through and including fifth year of continuous employment	10 working days
• Completion of fifth through and including tenth year of continuous employment	15 working days
• Completion of tenth year of continuous employment	20 working days
• Completion of fifteenth year of continuous employment	25 working days

b. Employees become eligible for the appropriate earned vacation on July 1 of each year.

Section 2.

During the first year of employment by the District, vacation earnings, (10 working days), calculated as of June 30, shall be prorated as follows:

<u>Date of Placement on Payroll</u>	<u>Vacation Allotment</u>
July	100%
August	90%
September	80%
October	70%
November	60%
December	50%
January	40%
February	30%
March	20%
April	10%
May	0%

Employees hired between July 1 and December 30 will receive earned vacation days on a pro-rated basis effective January 1 of the first year of employment. Vacation days earned between January 1 and June 30 of the first year of employment will be received on July 1.

Section 3.

Earned vacation time will be paid at the employee's regular salary.

Section 4.

Vacation days accrued pursuant to this article may be taken at any time during the twelve calendar months following July 1 of each fiscal year, but any and all vacation time requires the prior written approval of the Superintendent, or his/her designee.

Section 5.

There shall be carryover of a maximum of ten (10) vacation days from year to year.

Section 6.

In the event a 43-week employee, who has been employed for at least twelve (12) consecutive months since that employee's most recent date of hire, is changed from a 43-week work schedule to a 52-week work schedule with no break in service, such employee shall be given credit for years of prorated retroactive employment. In determining the years of creditable service, each year of full-time service in a 43-week position shall be pro-rated at .8. Each year of part-time service in a 43-week position shall be pro-rated at .5. Each year of part-time service in a 52-week position shall be pro-rated at .6.

In the event a full-time employee from another Chapter is hired as a 52-week employee in this Chapter, such employee shall be given credit for prior continuous service, pro-rated for part-time service.

Section 7.

Fifty-two week, part-time unit members will receive five (5) paid vacation days per year.

Article III **Work Week - Work Year**

Section 1.

The normal work week for 52-week and 43-week employees shall be 37-1/2 hours. When the District agrees to a unit member's request for reduced work hours during July and August, unit members will be paid for actual hours worked.

Section 2.

The employment year for regular full-time 52-week employees shall consist of two hundred and sixty-one or two hundred and sixty-two (261-262) days designated by the school calendar in any given school year.

The employment year for regular full-time, and regular part-time 43-week employees shall consist of two hundred and fifteen (215) days designated by the school calendar in any given school year.

The employment year for regular part-time employees shall be at the sole discretion of the District.

Section 3.

Nothing contained herein shall be considered as a guaranteed number of hours of work per week nor a guaranteed number of work days per year.

Article IV **Overtime**

Section 1.

Any clerical employee who works more than thirty-seven and one-half (37-1/2) hours but not more than forty (40) hours in a work week shall be compensated on the basis of straight time pay for the additional hours worked.

Section 2.

Any clerical employee who works more than 40 hours per week shall be compensated on the basis of time and one-half the employee's regular hourly rate of pay for the hours over 40 which are worked. Personal leave, holiday leave, bereavement leave, sick leave, vacation leave and jury duty leave, if granted pursuant to the terms of this Agreement, may be treated as working hours only in determining if an employee has worked forty (40) hours during the workweek.

Article V **Breaks**

Section 1.

Each full-time 52- and 43-week clerical employee shall be entitled to a ten (10) minute break in the morning and a ten (10) minute break in the afternoon, non-accumulative. The employee may opt for one twenty (20) minute work break upon mutual agreement with the immediate supervisor.

Section 2.

Each part-time employee shall be entitled to a ten (10) minute work break during his/her regularly scheduled work day.

Section 3.

It is understood that it is the responsibility of the clerical employee to be sure that adequate personnel is available to answer telephone calls at all times.

Article VI **Promotions**

Section 1.

Before an employee covered by this Agreement can be given a probationary appointment to a position in a higher job classification, such employee must have passed the appropriate Civil Service examination. If such employee has not passed such examination, she may be promoted to the position in the higher job classification but will be given a provisional appointment pending such employee's passage of the appropriate Civil Service examination. The employee is required to take the examination and must be eligible for permanent appointment after a maximum of two attempts to pass the examination. If the promotional pay increase has already been applied, there shall be no further pay increase upon appointment from the Civil Service list.

Section 2.

An employee who is promoted to a position in a higher job classification shall receive a minimum of ten percent (10%) increase in salary. If such promoted employee's salary is below the minimum salary of such higher job classification, that employee's salary will be increased to the minimum salary of that job classification or by at least ten percent (10%), whichever is larger.

The salary of such promoted employee may exceed the salary of one or more employees who, at the time of the promotion, are already assigned to that higher job classification. Promoted employee will be moved to the higher classification not later than four (4) weeks from the date of selection.

Section 3.

If an employee has a permanent appointment within the district and such employee is given a provisional or probationary appointment to a position in a higher job classification, such employee will be eligible to return to the position in which she had a permanent appointment until such time as such employee receives a permanent appointment in the position in the higher job classification. If such return occurs, that employee's salary shall be reduced to the salary held by the employee before the promotion.

Article VII Emergency Closings

If it is necessary, in the sole discretion of the Employer, to cancel school because of an emergency, an announcement to that effect will be made on the radio as early as possible. It will be the responsibility of the building principal and/or his designated representative to call in those employees whose services are required. Employees who are not called need not report for duty but will receive their salary or hourly rate for the hours they would otherwise have worked on that day. Employees who are called in and who, in fact, work on a day when school has been canceled may elect to receive pay at double their regular hourly rate for the time actually worked or may elect to receive pay at their straight time hourly rate for the hours actually worked and take compensatory time off, in an amount equal to the number of hours actually worked on that date that school was canceled, at some future day, convenient to both the employee and the Employer.

Article VIII Wages

Section 1.

- a. Minimum hiring rates for 52- and 43- week clerical employee categories are listed below. In addition, all employees hired on or after July 1, 1995 will be subject to maximum pay rates as listed below. The minimums and maximums are as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Senior Stenographer/Secretary I	\$12.00	\$18.00
Payroll Clerk	11.55	17.33
Account Clerk-Typist	11.55	17.33
Data Analyst	11.55	17.33
Personnel Clerk	11.55	17.33
Senior School Secretary	11.20	17.00
Clerk I	11.20	17.00
School Secretary	10.50	15.00
Assistant Payroll Clerk	9.45	13.23
Clerk II with Typing	9.45	13.23
Secretary II	9.45	13.23
Substitute Calling Clerk	9.45	13.23
Clerk III with Typing	8.93	12.80
Secretary III	8.93	12.80
Senior Library Clerk	8.93	12.80
Account Clerk	8.93	12.80
Telephone Operator	8.93	12.80
Clerk-Typist	8.40	12.00
Continuing Education Assistant	8.40	12.00

Effective July 1, 2002, all minimum and maximum rates in Sections 1.a and 1.b will be increased by 5%.

- b. Minimum hiring rates for other administrative support positions are listed below. In addition, maximum hiring rates apply to employees hired on or after July 1, 1995.

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Communications Assistant	\$12.75	\$19.00
Microcomputer Liaison	12.75	19.00
Assistant Microcomputer Tech.	12.75	19.00
Application Specialist	15.75	22.05
Computerized Publishing Coordinator	15.75	22.05
Continuing Education Coordinator	15.75	22.05
Microcomputer Technician	15.75	22.05
Senior Graphic Artist	15.75	22.05
Payroll Supervisor	15.75	22.05

Section 2.

The hourly rate of all employees shall be increased by 4.0% effective July 1, 2000; 4.0% effective July 1, 2001; and 4.0% effective July 1, 2002.

Section 3.

Effective July 1, 1981, a longevity payment will be awarded to all employees based upon consecutive total years of service in the District, whether full- or part-time. Service for 52-week employees will be credited as follows: One full-time 52-week year equals 1; one full-time 43/40-week year equals .8; one part-time 52-week year equals .6; one part-time 43/40 week year equals .5. Service for 43-week employees will be credited as follows: one full-time 43/40-week year equals 1; one part-time 43/40-week year equals .6.

- Payment will be made in one lump sum in the last paycheck in June or last paycheck upon retirement but shall not be used as part of the employee's annual salary calculations.
- Eligibility for longevity awards shall begin from the employment anniversary date. If the anniversary date of employment does not coincide with the beginning of the District's fiscal year when an employee is first eligible to receive a longevity award, it shall be prorated for that work year.
- Eligible employees shall receive the longevity award each year of the contract.
- Longevity schedule:

	<u>52 Week</u>	<u>43 Week</u>
More than 10 years to 14 years of service	\$550.00	\$225.00
More than 15 years to 19 years of service	\$650.00	\$325.00
More than 20 years of service	\$750.00	\$425.00

- For longevity purposes only, unit members who previously worked within this unit for the District, resigned, and returned to work within one (1) year of that resignation, shall be credited with their prior years of service.

Article IX

Holidays

Section 1.

Each 52-week employee shall be entitled to fourteen (14) holidays with pay per year. Each 43-week employee will be entitled to ten (10) holidays with pay per year. Each regular part-time employee will be entitled to three (3) holidays with pay per year. The holidays shall be designated by the employer and may be changed from year to year at the sole discretion of the employer.

Section 2.

Unless excused by the employer, to be eligible for holiday pay the employee must have worked the last scheduled workday before and the first scheduled workday after the day on which the holiday is observed. When holidays are scheduled consecutively, the employee will be eligible for one paid holiday if that employee worked either the last scheduled work day before or the first scheduled work day after the days on which the holidays are observed.

Section 3.

If, with the prior approval of the Superintendent or his/her designee, an employee is scheduled to work on a holiday, the employee, if otherwise eligible for holiday pay, shall receive such holiday pay and in addition such employee shall be paid at two (2) times his/her regular hourly rate of pay for each hour approved and actually worked on the holiday.

Article X

Professional Standards Program

Section 1.

Employees within the negotiating unit covered by this Agreement may participate in the Professional Standards Program of the National Association of Educational Secretaries as that program is constituted as of the execution of the 1976-78 Agreement between the District and the Chapter.

Section 2.

If the course content or Program is essentially changed or essentially modified in the future, or if other essential changes are made in or to the Program, the District reserves the right to discontinue its participation without negotiations with the Chapter.

Section 3.

Eligibility for participation in the Program is subject to conditions established by the National Association of Educational Secretaries. The Chapter, for itself, and the employees within the negotiating unit, agree to hold the District harmless from any and all liability or responsibility which may arise or result from denial of participation or inequitable treatment during participation.

Section 4.

There shall be no released time, paid or unpaid, for participation in the Program. Neither will the District be responsible for any payment for materials, books or other items in connection with the Program.

Section 5.

Payment for successful completion of approved certificate programs shall require the employee to provide to the Executive Director of Human Resources satisfactory written and authorized written verification of successful completion of the respective certificate program(s) set forth below:

<u>Certificate</u>	<u>Payment</u>
Basic	\$300
Associate Professional	Additional \$100
Advanced	Additional \$100
Advanced II	Additional \$100
Advanced III	Additional \$100
Bachelors/Associates	Additional \$100
Masters	Additional \$100
C.E.O.E.	Additional \$100

Payments set forth above shall be annual and shall be made in the last paycheck in June of each year. Only regular, full-time employees regularly scheduled to work 37-1/2 hours or more per week shall be eligible for the above payments.

Section 6.

Submission of written verification from the National Association of Educational Secretaries to the Executive Director of Human Resources will determine the amount to be paid for the first eligibility. If written verification is received during the month of July of any fiscal year, the eligible employee will receive full payment. Any submission beyond July will be prorated for the first year of eligibility.

Section 7.

Payments set forth above shall be annual, but noncumulative.

Section 8.

If an employee is hired into the District and the negotiating unit, who at the time of employment possesses a certificate, as set forth above, that employee shall comply with the procedures set forth in the Article. Such employee shall receive payments upon compliance with this Article only after receiving a permanent appointment to the District.

Article XI **Unemployment Insurance**

The District will continue the practice it has been following with respect to notification of employees regarding their employment for the following school year.

Article XII **General Provisions**

Section 1.

"Regular full-time" employees, for purposes of this Agreement, are those regularly assigned to work 43 or 52 weeks per year for a minimum of 37-1/2 hours per week (exclusive of the months of July and August - see Appendix D, Article III, Section 1).

Section 2.

"Regular part-time" employees, for purposes of this Agreement, are those regularly scheduled to work four hours or more per day but less than full-time, five days per week, during the school year or for a 43-week period.

Section 3.

"Part-time" employees, for purposes of this Agreement, are those regularly scheduled to work less than four hours per day and/or less than five days per week.

Article XIII **Layoff and Recall**

Section 1.

An employee's seniority date is the date an employee was first appointed to any position covered by this agreement so long as the employee has been continuously employed in a covered position since that date. The most recent single break in service of forty-five (45) days or less shall be disregarded in determining continuous service. This section is superseded by Civil Service rules and regulations for competitive class employees.

Section 2.

If, in the District's opinion, it becomes desirable to lay off one or more employees from within a job classification any temporary employees within such job classification would be laid off first. In the event the layoffs reached beyond the temporary employees within that job classification, then part-time employees within that job classification would be laid off in the reverse order of their seniority with the District. In the event layoffs reached beyond the temporary and part-time employees within that job classification, then the District will follow the procedure as outlined in the Civil Service Law.

Section 3.

If part-time employees are laid off, pursuant to Section 1 above, those employees would be placed on a preferential recall list for a period of four (4) years from the effective date of the layoff. Such employees would be recalled to the job classification from which they were laid off in the order of seniority at the time of the layoff. To be eligible for such recall the laid-off employee must keep the District apprised, in writing, of that employee's current mailing address. The notice of recall will be mailed to that last known address. The employee must notify the District, in writing, of his or her acceptance of the position within ten (10) days after the date on the letter of the recall. Such written acceptance shall be sent to the Executive Director of Human Resources. In the event the employee does not respond in a timely manner, or rejects the offered position, that employee's name will be removed from the preferential recall list.

Section 4.

Where layoffs and bumping result in positions to be assigned for the next school year, a list of such positions shall be distributed to each employee. Employees desiring such assignments shall notify the Executive Director of Human Resources of their interest in writing within ten days from receipt of the list. Every effort shall be made to fill the vacancies from among those requesting assignment. If the needs of the District cannot be met through such request, the District shall fill the assignments in accordance with Article XIX.

Section 5.

In the event of a layoff and displacement of a less senior employee, the employee whose position has been abolished shall have his/her hourly rate reduced by 10% or to the hourly rate of the highest paid employee in the classification into which he/she bumped, whichever is less.

Article XIV **Workshops**

If a staff conference is scheduled during the school year, the Chapter may assist in planning an appropriate workshop for unit members. The conference date planned shall be subject to approval by the Superintendent. Staff members attending shall be paid for hours of attendance.

Article XV
In-Service

If employees are required by the District to participate in in-service programs outside of working hours, the employee will be compensated at the employee's regular rate.

Article XVI
Release Time

The President of the RHASP and/or the President's designee shall be allowed to visit the schools within the District to conduct Association business or process grievances. These visits may be made during off-duty hours or during duty hours; arrangements will be made with the immediate supervisor of the President and the immediate supervisor of the area where the visit is to be made. The total number of visitation hours away from the work station during the year shall not exceed twenty (20) days, total.

Article XVII
Health Care Fund

The District will maintain a Health Care Fund governed by Internal Revenue Service regulations for all full-time 43- and 52- week employees.

The District shall make annual contributions to the Health Care Fund as follows:

<u>Coverage</u>	<u>Employee</u>	<u>District</u>
Single	\$26.00	\$521.00
Two-Person	\$32.00	\$636.00
Family	\$37.00	\$736.00

The employee's contribution shall be made by payroll deduction.

Article XVIII
Tuition Reimbursement

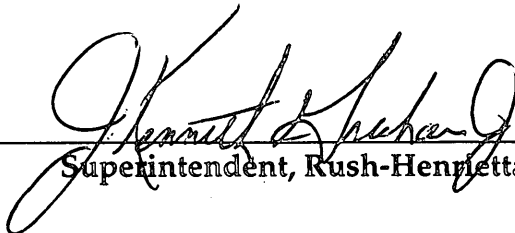
For all employees of this Chapter, effective on or after July 1, 1989, the District will pay 50% of the cost of tuition for any job-related course to an annual maximum of \$500 per person with prior approval of the employee's supervisor and the Executive Director of Human Resources. Such a course will not count towards the earning of certificates under the Professional Standards Program. (See Appendix D, Article X.) For positions listed in Article VIII, Wages, Section 1-b., the District will pay 50% of the cost of tuition for any job-related course to an annual maximum of \$1,000 per employee with prior approval of the employee's supervisor and the Executive Director of Human Resources.

Article XIX
Classification

The District will file for classification with Civil Service within ninety (90) days of Board creation of the position.

AGREEMENT BETWEEN THE
RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT
and the RUSH-HENRIETTA EMPLOYEES' ASSOCIATION
COALITION UNIT

As agreed on this 10th day of August, 2000.




Superintendent, Rush-Henrietta Central Schools




Co-President, RHEA Facilities & Mechanics Chapter



Co-President, RHEA Facilities & Mechanics Chapter



Co-President, RHEA Paraprofessional Chapter



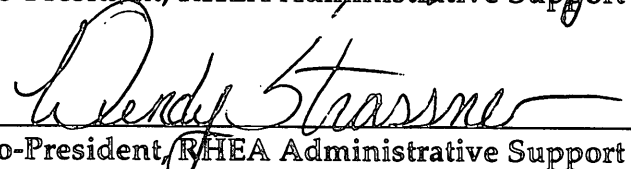
Co-President, RHEA Paraprofessional Chapter



President, RHEA Bus Drivers' Chapter



Co-President, RHEA Administrative Support Personnel Chapter



Co-President, RHEA Administrative Support Personnel Chapter